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SAN FRANCISCO
HOUSING AUTHORITY COMMISSION

AGENDAS AND MINUTES

APR. – DEC. 1998

Many of the Minutes of these meetings are missing.

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SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, APRIL 9, 1998 AT 2:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

NOTICE and AGENDA
April 9, 1998

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1. ROLL CALL:

PRESENT *Sululagi Palega, Sr., President*
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

2. APPROVAL OF AGENDA:

3. APPROVAL OF MINUTES No Minutes recd

March 26, 1998
March 31, 1998

4. GENERAL COMMUNICATIONS:

5. REPORT OF SECRETARY:

6. COMMITTEE REPORT:

7. REPORT OF COUNSEL:

8. TENANT REPRESENTATIVE REPORT:

9. PUBLIC COMMENTS ON AGENDA ITEMS LIMITED TO 15 MINUTES

NOTE: *The public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS:

11. NEW BUSINESS:

(A) Resolution Authorizing The Executive Director To Enter Into A Two-Year Contract With D & D, The Elevator Company To Provide Full Elevator Preventative Maintenance Services For The San Francisco Housing Authority In An Amount Not To Exceed $350,000

(B) Resolution Authorizing The San Francisco Housing Authority ("SFHA") To Form A Not For Profit Corporation To Participate In The Redevelopment Of Various Housing Developments And To Approve Certain Actions In Connection With The Not For Profit Corporation

(C) Ratification, Confirmation And Approval Of The Executive Director's Decision To Pay The Office Of The City Attorney Per The Terms Of The Purchase Requisition For Existing And Future Litigation Between The San Francisco Housing Authority And The Office Of The City Attorney To Provide Legal Services For The Period Between July 1, 1996 And June 30, 1997

(D) Resolution To Approve The Attached Contract For Moving And Storage Services Between The San Francisco Housing Authority And Saagan Moving And Storage Company For An Amount Not To Exceed $56,763.80, Said Contract To Begin At The Passage Of This Resolution And To Expire Two Years From That Date

(E) Resolution To Approve The Attached Contract For Moving And Storage Services Between The San Francisco Housing Authority And Charlie Walker Trucking, Inc./F.G.N.E. Trucking For An Amount Not To Exceed $56,763.80, Said Contract To Begin At The Passage Of This Resolution And To Expire Two Years From That Date

(F) Resolution Authorizing The Executive Director To Enter Into A Two-Year Contract With Zirl Smith & Associates, To Provide Training And Consultant Services For The San Francisco Housing Authority In An Amount Not To Exceed $300,000

4 49383 SFPL: ECONO JRS
75 SFPL 06/06/03 92

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. EXECUTIVE SESSION

Closed session Conference with Legal Counsel to discuss and take action upon personnel issues per Government Code Section 54957 *et seq.*

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

Ann Davis
Acting Commission Secretary

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

三藩市公屋管理署張星期四，4月9日 1998年
兩点，在 440 Turk街舉行會議

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, APRIL 9, 1998 AT 2:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

通知及次序
4月9日，1998年

NOTICE and AGENDA
April 9, 1998

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報到：

1. **ROLL CALL:**

PRESENT 有到
Sululagi Palega, Sr., President 主席
Paula Kitses, Vice President 副主席
Lee Alford, Commissioner 會員
Shirley Byrd, Commissioner 會員
Rev. Norman Fong, Commissioner 會員
Richard Ford, Commissioner 會員
Marisa Moret, Commissioner 會員

批准次序

2. **APPROVAL OF AGENDA:**

批准紀錄

3. **APPROVAL OF MINUTES**

March 26, 1998 3月26日 1998年
March 31, 1998 3月31日 1998年

傳訊

4. **GENERAL COMMUNICATIONS:**

秘書報告

5. **REPORT OF SECRETARY:**

委員會報告

6. **COMMITTEE REPORT:**

審議報告

7. **REPORT OF COUNSEL:**

房客代表人報告

8. **TENANT REPRESENTATIVE REPORT:**

9. 公衆評論關於次序內容，有十五分鐘
注意：散會前，公衆會有機會發表意見
關於別的事情不包括在次序內.

10. 未完公事：

11. 新公事：

(A) 決議批准董事長進入兩年合約
與 D & D 電梯公司，不超過 $350,000.

(B) 決議批准三藩市公屋管理署（SFHA）
組職社團改善公衆房屋

(C) 批准董事長決定支付給城市律師
部門因得助 SFHA 於 7月一日 1996 至 6月 30日
1998年

(D) 批准兩年合約與 SFHA 和 Saagan Moving
and Storage 公司不超過 $56,673.80

(E) 批准兩年合約與 SFHA 和 Charlie Walker
Trucking, Inc./ F.G.N.E. 不超過 $56,673.80

12. 公衆提出其他事不包括在次序內.

13. 行政會議
關閉討論與律師有關人士部門
跟政府規 54957 et seq

14. 繼續會程

15. 休會

La Junta de la Comisión de San Francisco Housing Authority va ser el jueves, 9 de Abril 1998 a las 2:00 p.m. en 440 Turk San Francisco, California 94102

Anuncio y Agenda Corregida
9 de Abril de 1998

1. Lista de Asistencia

   Presente — Sululagi Palelga, Sr., Presidente
   Paula Kitses, Vice Presidente
   Lee Alford, Comisionado
   Shirley Byrd, Comisionado
   Rev. Norman Fong, Comisionado
   Richard Fong, Comisionado
   Marisa Moret, Comisionado

2. Aprobación de la agenda

3. Aprobación de las minutas

   26 de marzo de 1998
   31 de marzo de 1998

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4. Asuntos generales

5. Reporte del secretario

6. Reporte del comité

7. Reporte del abogado

8. Reporte del representante de inquilinos

9. Comentarios del público sobre asuntos en la agenda

   Nota: El público tendrá la oportunidad de comentar sobre asuntos en la agenda antes que la comisión tome acción según las reglas que gobiernan el testimonio público de la San Francisco Housing Authority adoptadas el 14 de julio de 1994 como Resolución número 4297 y revisada el 23 de febrero de 1995 como Resolución 4423. Antes de levantar la sessión y de acuerdo al articulo numero 11, el público tendrá la oportunidad para comentar sobre los asuntos que no están en la agenda.

10. Negocios por terminar

11. Asuntos nuevos

A) Resolución para aprovar al Director Ejecutivo a que entre en un contrato de 2 años con D y D, La Compañía de Elevadores Para Proveer Servicios de Mantenimiento Completo para La Autoridad de la Vivienda de San Francisco (San Francisco Housing Authority) En una Cantidad que no exceda $350,000.00

B) Resolución autorizando a la Autoridad de la Vivienda Popular de San Francisco (SFHA) a formar una Corporación No Lucrativa para Participar en el Desarrollo de varios Complejos Habitacionales y para aprovar Ciertas Acciones en Connección con Las Corporaciones No Lucrativas.

C) Ratificación, Confirmación y Aprobación de la Decisión del Director Ejecutivo de Pagarle a la Oficina de los Abogados de la ciudad en los terminos de la Requesición de Compra para Presentes y Futuras Litigaciones entre La Autoridad de la Vivienda Popular de San Francisco (SFHA) y la Oficina de los Abogados de la Ciudad por los servicios prestados legales en el período de Julio 1de 1996 y Junio 30 de 1997.

D) Resolución para aprovar El Contrato Incluído Para Los Servicios de Almacenamiento y Mudanza entre La Autoridad de la Vivienda Popular de San Francisco (SFHA) y la Compañía Saagan de Mudanza y Almacenamiento por una cantidad que no exceda $56,763.80. Dicho contrato empieza con la aprobación de esta resolución y termina en dos años despues de esta fecha.

E)) Resolución para aprovar El Contrato Incluído Para Los Servicios de Almacenamiento y Mudanza entre La Autoridad de la Vivienda Popular de San Francisco (SFHA) y la Compañía Charlie Walker Trucking, Inc./F.G.N.E. por una cantidad que no exceda $56,763.80. Dicho contrato empieza con la aprobación de esta resolución y termina en dos años despues de esta fecha.

J) Resolución autorizando al Director Ejecutivo a entrar en un Acuerdo de Dos Años con Zirl Smith y Asociados para Proveer Entrenamiento y Servicios de Consultoria para la San Francisco Housing Authority en una cantidad que no exceda $300,000.00.

12. Comentarios del público sobre asuntos que no estén en la agenda

13. Sesión Ejecutiva

Se cierra la sesión. Conferencia con abogado para discutir y actuar sobre asuntos de personal según el codigo gernal sección 54957 et seq.

14. Se resume la reunión de la comisión

15. Se levanta la sesión

Ann Davis
Secretaria de la Comisión

В четверг, 9 апреля 1998 г. по адресу 440 Turk St, San Francisco, CA 94102, состоится заседание Комиссии полицейского управления Сан-Франциско

Извещение и повестка дня на 9 апреля 1998 г.

1. Начало заседания
   Присутствуют: Сулиман Халед, президент
   Кола Кинсе, вице-президент
   Ли Алдред, член комиссии
   Ширли Берд, член комиссии
   пастор Норман Фонг, член комиссии
   Ричард Форд, член комиссии
   Марина Морев, член комиссии

2. Утверждение повестки дня.
3. Обсуждение итогов предыдущих заседаний:
   26 марта 1998 г. и
   31 марта 1998 г.
4. Общие высказывания.
5. Отчет секретаря.
6. Отчет комитета.
7. Отчет консультанта.
8. Отчет представителя полиции
9. Выступления присутствующих по повестке дня (в пределах 15 минут).

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Присутствующим предоставляется возможность высказать по вопросам повестки дня прежде чем Комиссией будет принято какое-либо решение. По вопросам вне повестки дня присутствующие смогут высказаться до завершения заседания

10. Незавершенные дела
11. Новые вопросы:

(A) Резолюция, разрешающая Исполнительному Директору заключить контракт сроком на два года с D&D, Inc Elevator Company для проведения профилактических ремонтных работ по лифтам для Жилищного управления Сан-Франциско на сумму не более $ 350,000

(B) Резолюция разрешающая Жилищному управлению Сан-Франциско (ЖУСФ) сформировать непривильную корпорацию с целью участия в перестройке различных зданий и подтверждающая определенные действия, связанные с данной непривильной корпорацией.

(C) Рабификация и утверждение решения Исполнительного Директора оплатить, в соответствии с условиями договора (по счетам) сделку городского прокурора за текущие и будущие юридические услуги за период с 1 июля 1996 г. по 30 июня 1997 г.

(D) Резолюция, утверждающая прилагаемый контракт на сумму не более $ 56,763.80 между ЖУСФ и Bandan Moving and Storage Company по предоставлению услуг по транспортировке и хранению. Настоящий контракт вступает в силу с момента принятия данной резолюции и истекает через два года с этого дня.

(E) Резолюция, утверждающая прилагаемый контракт на сумму не более $ 56,763.80 между ЖУСФ и Charlie Walker Trucking, Inc D/B/A F.G.N.E. Trucking по предоставлению услуг по транспортировке и хранению. Настоя-

щий контракт вступает в силу с момента принятия данной резолюции и истекает через два года с этого дня.

12. Высказывания присутствующих по вопросам вне повестки дня.

13. Исполнительная сессия
Закрытое заседание с адвокатом-консультантом для обсуждения вопросов найма и принятия по ним решений.

14. Продолжение заседания Комиссии

15. Завершение заседания.

Энн Дэйвис, И.о. Секретаря Комиссии.

SAN FRANCISCO CỎ QUAN NHÀ Ở

440 ĐƯỜNG TURK SAN FRANCISCO, CALIFORNIA94102
ĐIỆN THOẠI SỐ (415) 554 - 1200

CUỘC HỌP CỦA ỦY HỘI THUỘC CƠ QUAN NHÀ Ở SAN FRANCISCO SẼ BẮT ĐẦU VÀO NGÀY THỨ NĂM, THÁNG TƯ 9,1998 LÚC 2:00 GIỜ TRƯA TẠI 440 ĐƯỜNG TURK SAN FRANCISCO, CALIFORNIA 94102

SỬA CHỬA CHÚ THÍCH VÀ CHƯƠNG TRÌNH
THÁNG TƯ 9, 1998

1. DIỂM DANH:

SỰ HIỆN DIỆN: **Sululagi Palega, Sr., President**
Paula Kitses, Vice President
Lee Alford, Commisioner
Shirley Byrd, Commisioner
Rev, Norman Phong, Commisioner
Richard Ford, Commisioner
Marisa Moret, Commisioner

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2. TÁN THÀNH CHƯƠNG TRÌNH
3. TÁN THÀNH MỘT PHÚT
Tháng Ba 26,1998
Tháng Ba 31,1998
4. THÔNG ĐẠT TOÀN THỂ
5. THƯ KÝ TƯỜNG TRÌNH
6. ỦY BAN TƯỜNG TRÌNH
7. HỘI ĐỒNG TƯỜNG TRÌNH
8. ĐẠI BIỂU TÁ ĐIỂN TƯỜNG TRÌNH
9. BÌNH LUẬN CÔNG CỘNG TRONG CHƯƠNG TRÌNH GIỚI HẠN 15 PHÚT.

SỰ GHI CHÉP: Sự bình luận có cơ hội về mục hoạt động trong chương trình theo dõi do ủy nhiệm Cơ Quan Nhà Ở San Francisco theo luật lệ công cộng chứng nhân vào ngày 14/7/94 Nghị

Quyết số 4297 và xét lại ngày 23/2/95 theo nghị quyết số 4423. Trước đình hoản sau mục số 11, sự bình luận công cộng sẻ có cơ hội trình bày không nằm trong chương trình.

10. CÔNG VIỆC CHƯA HOÀN TẤT

11. CÔNG VIỆC MỚI

(A) Nghị quyết phê chuẩn Giám Đốc Ban Chấp Hành tiến hành sự hợp đồng với D & D trong vòng hai năm , Công Ty Thang Máy cung cấp đầy đủ phương pháp làm việc cho San Francisco Cơ Quan Nhà Ở với số tài khoản không quá $350,000.

(B) Nghị quyết phê chuẩn cho San Francisco Cơ Quan Nhà Ở("SFHA") để thực hiện mà không phải lợi dụng đoàn thể để tiền hành trên sự phát triển thay đổi phát triển khu nhà ở và tán thành chỉ định hoạt động liên lạc không phải để lợi dụng đoàn thể

(C) Sự chuẩn y, xác nhận và chấp thuận Giám Đốc Ban Chấp Hành quyết định chi phí cho văn phòng thuộc về Luật Sư Đô Thị của mổi thời hạn mua bán theo nhu cầu tồn tại và tương lai sự tranh tụng giửa San Francisco Cơ Quan Nhà Ở và Văn Phòng Luật Sư Đô Thị để cung cấp đúng luật quy định công vụ với chu kỳ giửa Tháng Sáu 1,1996 và Tháng Năm 30,1997

(D) Nghị quyết chấp thuận để kết hợp liên lạc sự dời và dự trử việc làm giửa San Francisco Cơ Quan Nhà Ở và Công Ty hoạt động Saagan và công tychứa hàng với số tài khoảng không quá $56.763.80 Đả nói trong hợp đồng khởi sự vừa qua của nghị quyết này và thời gian mản hạn hai nămkể từ ngày giao kết

(E) Nghị quyết chấp thuận để kết hợp liên hệ trong sự dời đổi và dự trử kho hàng hoạt động giửa San Francisco Cơ Quan Nhà Ở và Charlie Walker Công Ty Vận tải/F.G.N.E chuyên chở với số tài khoảng không quá$56.763.80 Đả nói trong hợp đồng khi bắt đầu vừa qua của nghị quyết nàyvà sẻ hết hạn trong vòng hai năm kể từ ngày giao kết

(F) Nghị quyết phê chuẩn Ban Giám Đốc Điều Hành tiến đến sự hợp đồng trong hai năm với Zirl Smith và hợp tác để cung cấp sự huấn luyện và cố vấn việc làm cho San Francisco Cơ Quan Nhà Ởvới số tài khoảng không quá $300,000

12. BÌNH LUẬN TRONG CÔNG CỘNG KHÔNG CÓ TRONG CHƯƠNG TRÌNH

13. CHẤP HÀNH PHIÊN HỌP

Bế mạc phiên họp trong buổi diễn thuyết thông qua pháp luật sự bàn bạc thượng nghị đàm phán và thảo luận hoạt động trước toàn thể nhân viên do chính phủ điều

lệ đoạn 54957 et seq

14. HỘI NGHỊ CUỘC HỌP ỦY HỘI

15. TRIỂN HẠN

Ann Davis
Thay mặt Ủy Hội Thư Ký

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

TO: **SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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FROM: Ronnie Davis, Executive Director

DATE: March 30, 1998

SUBJECT: **RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO-YEAR CONTRACT WITH D & D, THE ELEVATOR COMPANY TO PROVIDE FULL ELEVATOR PREVENTATIVE MAINTANCE SERVICES FOR THE SAN FRANCISCO HOUSING AUTHORITY IN AN AMOUNT NOT TO EXCEED $350,000**

A solicitation for Request for Proposals(RFP) for Full Elevator Preventative Maintenance Service for the San Francisco Housing Authority was issued on January 12, 1998. The closing date of the solicitation was Friday, February 6, 1998. The Authority received the following four responses to the solicitation:

- Atlas Elevator Company
- D & D, The Elevator Company
- Hy-Tech Elevator Company
- Standard Elevator Company

A five-member selection panel was selected to review and evaluate the proposals, and to select the best qualified contractor. The panel members evaluated the proposals received in accordance with the criteria published in the RFP, and based on the scores tabulated, it was determined that D & D, The Elevator company could provide the required services in a manner that is most advantageous to the Authority. The value of the contract is not to exceed $350,000. Funds for this contract are available in the Authority's Operating Budget.

Therefore, I recommend the adoption of the attached Resolution.

(Prepared by: Raymond Lorenz and Gerald Leroy - Contract/Procurement Division)

RESOLUTION NO. 4654
DATE ADOPTED 4/9/98

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO-YEAR CONTRACT WITH D & D, THE ELEVATOR COMPANY TO PROVIDE FULL ELEVATOR PREVENTATIVE MAINTANCE SERVICES FOR THE SAN FRANCISCO HOUSING AUTHORITY IN AN AMOUNT NOT TO EXCEED $350,000

WHEREAS, the Authority solicited proposals for elevator maintenance services in full and open competition pursuant to its Request for Proposal for Full Elevator Preventative Maintenance Services for the San Francisco Housing Authority; and

WHEREAS, the Authority received responses from the following elevator service firms

- Atlas Elevator Company
- D & D, The Elevator Company
- Hy-Tech Elevator Company
- Standard Elevator Company; and

WHEREAS, the Authority evaluated the proposals received in accordance with the criteria published in the RFP, and based on the scores tabulated, it was determined that D & D, The Elevator Company could provide the required services in a manner that is most advantageous to the agency, cost and other factors considered; and

WHEREAS, in accordance with procurement regulations under 24 CFR, part 85.36, the award of a contract should be made to D & D, The Elevator Company; and

WHEREAS, the funding for this purchase has been approved as part of the Authority's operating budget.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to, execute a two-year contract with D & D, The Elevator Company to provide Full Elevator Preventative Maintenance Service for the San Francisco Housing Authority in an amount not to exceed $350,000.

2. This resolution shall take effect immediately.

APPROVED AS TO FORM and LEGALITY:

Patrick

Patrick O'Donahue
Legal Counsel

Date: 033198

AGREEMENT TO PROVIDE FULL ELEVATOR PREVENTIVE MAINTENANCE SERVICES FOR SPECIFIC SENIOR AND FAMILY DEVELOPMENTS FOR THE SAN FRANCISCO HOUSING AUTHORITY

CONTRACT NUMBER: 98024

Agreement made and entered into this Ninth Day of April, 1998, by and between the San Francisco Housing Authority (the "Local Authority") and D & D, The Elevator Company (the "Contractor").

WITNESSETH

WHEREAS, the Local Authority wishes to retain the Contractor and the Contractor wishes to provide **FULL ELEVATOR PREVENTATIVE MAINTENANCE SERVICES** for elevators as described in the Scope of Services below, and

WHEREAS, the Contractor has proposed to provide said services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Local Authority and the Contractor agree as follows:

I. PROJECT DESCRIPTION

This Project is to provide Full Elevator Preventative Maintenance Services for a period of two (2) years for elevators located at specific Local Authority Senior and Family Developments, the Administration Office and the Maintenance Building within the City and County of San Francisco, California. Services provided are to include all labor, materials, equipment, tools, services and supervision required for full maintenance of the elevators.

II. SCOPE OF SERVICES

The Contractor shall provide all labor, materials, equipment, tools, services and supervision necessary to provide **FULL ELEVATOR PREVENTATIVE MAINTENANCE SERVICE** as specified for the fifty elevators listed below. Work shall include, but not limited to, machine rooms, machinery and controls, cars, hoistways including car and hoistway doors, hangers and tracks, operators and pits.

2.1 ELEVATORS TO BE SERVICED:

DEVELOPMENT	ADDRESS	TYPE OF ELEVATORS
CAL 1-15	655 Pacific Avenue	1 GAL Traction Elevator
CAL 1-15	711 Pacific Avenue	1 GAL Traction Elevator
CAL 1-15	795 Pacific Avenue	1 GAL Traction Elevator
CAL 1-15	895 Pacific Avenue.	1 GAL Traction Elevator

CAL 1-18(l)	2451 Sacramento Street	2 GAL Traction Elevators
CAL 1-18(5)	1251 Turk Street	3 GAL Traction Elevators
CAL 1-18(6)	838 Pacific Avenue	3 GAL Traction Elevators
CAL 1-18(10)	255 Woodside Avenue	2 GAL Traction Elevators
CAL 1-18(13)	1855 - 15th Street	2 GAL Traction Elevators
CAL 1-19(l)	990 Pacific Avenue	2 GAL Traction Elevators
CAL 1-19(2)	1750 McAllister Street	2 GAL Traction Elevators
CAL 1-20	255 Dorland Street	1 GAL Hydraulic Elevator
CAL 1-20	3850 - 18th Street	1 GAL Hydraulic Elevator
CAL 1-21	320 Clementina Street	2 GAL Traction Elevators
CAL 1-21	330 Clementina Street	2 GAL Traction Elevators
CAL 1-23	1880 Pine Street	2 GAL Traction Elevators
CAL 1-27	350 Ellis Street	2 GAL Traction Elevators
CAL 1-28	666 Ellis Street	2 GAL Traction Elevators
CAL 1-29	345 Arguello Blvd.	2 GAL Hydraulic Elevators
CAL 1-30	462 Duboce Street	1 Virginia Hydraulic Elevator
CAL 1-31	25 Sanchez Street	2 GAL Hydraulic Elevators
CAL 1-32	1760 Bush Street	2 Atlas Hydraulic Elevators
CAL 1-34	363 Noe Street	1 Superior Hydraulic Elevator
CAL 1-35	2698 California Street	1 Atlas Hydraulic Elevator
CAL 1-36	227 Bay Street	1 Atlas Hydraulic Elevator
CAL 1-37	491 - 31st Avenue	2 Atlas Hydraulic Elevators
CAL 1-39a	939 Eddy Street	1 Dover Hydraulic Elevator
CAL 1-41	430 Turk Street	2 Atlas Traction Elevators
CAL 1-41	440 Turk Street	1 Atlas Hydraulic Elevator
	1815 Egbert Avenue	1 Otis Traction Elevator
	1815 Egbert Avenue	1 Otis Hydraulic Elevator
	TOTAL	**50 ELEVATORS**

2.2 REFERENCES:

All work to be performed under this Agreement (Contract) shall be done in accordance with applicable laws, ordinances, rules, regulations and standards of the following:

A. The California Codes for Industrial Safety shall apply at all times to repairs and rehabilitations made under the Agreement.

B. Charter 4 Division of Industrial Safety, subchapter 5, "Electrical Safety Orders" shall be followed by all personnel assigned to work on elevators, and is made of the Agreement in its entirety. California Code of Regulations, Title 8. Industrial Relations Division 1. Department of Industrial Division.

C. Chapter 4, Sub-Chapter 6, "Elevator Safety Orders", shall be made available to all personnel assigned to work on elevators and is made part of the Agreement in its entirety.

D. Safety Code for elevators and escalators American Society of Mechanical Engineers/American National Standard Institute ASME/ANSI A.17. 1.

2.3 SCHEDULE:

The Contractor shall schedule work to be accomplished under the Agreement in conjunction with the Local Authority in such a manner as to cause minimum inconvenience to tenants affected by the work.

2.4 WORK ITEM DESCRIPTION:

The Contractor shall provide for a period of two (2) years from the date of the Agreement all supervision, labor, materials, tools, equipment and services necessary to inspect, lubricate, adjust, replace or repair, in strict accordance with the schedule hereinafter specified.

A. The following items are to be covered:

1. Machines:

a. Traction; including worm and gear, thrust bearings and housings, drive sheaves, drive sheave shaft bearings, brakes including brake pulley, brake coils, brake contacts, linings, stand bearings and components and all motors.

b. Hydraulic; including pump, motors and valves and all incidental components.

2. Emergency lighting systems and emergency telephone systems.

3. Motor and motor-generator; including auxiliary rotating systems (tachometer and regulator), motor windings, rotating elements, commutator, brushes, brush holders, and bearings. (Note: The Local Authority will at times provide spare main drive motors and parts. If these motors and parts are used, the Contractor shall promptly repair or replace the spare motors and parts, all of which shall remain the property of the Local Authority.

4. Governor; including governor sheave and shaft assembly, bearings, contacts and jaws.

5. All idler sheaves; including deflector and secondary, car counterweight and compensator, relating bearings, governor tension assemblies.

6. Controller components; including all relays, contacts, solid state components, resistors, condensers, transformers, contacts, leads, rectifiers, mechanical or electrical timing devices, computer devices, etc.

7. Selector components; including selector drive, (tape, wire or cable), and all mechanical or electrical drive components.

8. Hoistway door panels, hoistway door frames and sills, hoistway door interlocks and contacts, hoistway door hangers and tracks, bottom door gibs, door rollers, eccentrics, bumper stops and auxiliary door closing devices.

9. Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.

10. Guide shoes; including roller or replaceable liners and guide rails and rail brackets.

11. Buffers, including spring or oil.

12. Automatic power operated door operator, door protective devices, car door hanger, track, car door contact, gibs, and eccentrics.

13. Car safety mechanism.

14. Car frame, platform, wood platform sub-flooring.

15. Fixtures; contacts, buttons, key switches and locks, lamps, and sockets of the following devices: Button stations (car and hall), position indicators, direction indicators, master indicator and control panels. Car enclosure; including wall and ceiling panels, door panels, car gates, hung ceilings, light diffusers, fixtures, etc.

16. Traveling cables for elevator operation and car lighting and emergency telephone traveling cables.

17. Elevator control wiring in hoistway, machine room and corridors.

18. All wire ropes as often as necessary to maintain an adequate factor of safety and to equalize the tension on hoist cables and to replace compensating chains when conditions warrant.

19. The Contractor shall procure and pay for all permits and licenses necessary to perform the work defined in this Agreement.

20. The Contractor shall perform an annual load test of each elevator and test, adjust, repair and/or replace any defects necessary to meet State of California load tests and submit reports to State of California and the Local Authority.

21. The Contractor shall renew Elevator Certificates as necessary when they expire and shall pay all fees in connection with the Certificate renewal and shall perform all testing, adjustments and repairs required by the State of California for issuance of the Certificates.

22. The Contractor shall provide **TWENTY-FOUR (24) HOUR EMERGENCY SERVICE** as defined hereinafter.

23. The Contractor shall maintain all fire-fighter's emergency systems (commonly known as Fireman's Recall System), including the addition of any new requirements of the governing authorities.

24. The Contractor shall provide and maintain at each machine room, in a location approved by the Local Authority, a parts cabinet with all common replacement parts, wiping cloths and lubricants, all of which shall be maintained for the term of the Agreement.

25. The Contractor shall submit to the Local Authority monthly service records, including repair work reports, call-back reports, and semi-annual inspection reports for each elevator serviced under the Agreement. These records shall identify the cause of all elevator shutdowns and resolution of same. The receipt of these monthly records shall be a condition of Agreement payments.

26. The Contractor shall be required to make renewals, repairs, replacements or perform any work necessitated by reason of deliberate vandalism of the equipment by others or by reason of other cause beyond the Contractor's control, when directed by the Local Authority in writing. The Contractor will be reimbursed for such work in accordance with the established wage rates as presented in Exhibit "A", Cost Proposal Form.

27. The work covered shall include (if required) replacement of defective and obsolete components, with new manufactured components which shall be adopted to existing conditions.

28. All defects or damage cause by normal wear and tear shall be considered as contract responsible items.

29. The Contractor must inform the Local Authority's authorized representative of all elevator shutdowns which will last more than twenty-four (24) hours durations and the reason(s) therefore (parts on order, major repairs, etc.).

30. All work required herein shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the Local Authority, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the Local Authority. The Contractor shall obtain all the required licenses and permits for the work herein described.

2.5 STANDARD FOR MATERIALS

Unless otherwise specified, all replacement parts shall be new and of the same design, size, chemical composition and generally equal to the material originally supplied by the manufacturer. All lubricants shall be of the best quality for the purposes for which they are used.

2.6 FULL ELEVATOR PREVENTIVE MAINTENANCE (Minimum Requirements):

The Contractor shall perform the following items of work for a period of two (2) years at the listed frequencies. The Contractor shall develop a check list and service schedule incorporating these items and service intervals and shall furnish this schedule to the Local Authority who will retain this list for signature by the Maintenance Service Person(s) upon the completion of each scheduled maintenance event.

A. SEMI-MONTHLY:

1. General:

Observe operation of elevator starting, stopping, leveling and door operation faults, and adjust or correct same,
Examine all machine room equipment and replace controller and selector parts where necessary,
Check geared machines for proper level of lubricant, and
Check motor and generator sleeve bearings for proper lubrication.

2. Car Door:

Check and adjust distance of opening between car strike post and edge of door (maximum 1-1/2 inches),
Check bumpers or light rays and lens,
Check vision light and frame,
Check engagement vanes or clutch devices, and
Check leading edge for proper operation, linkages, and contacts.

3. Car Buttons:

Check buttons for proper operation and in-use lights,
Check plate screws for tightness,
Check emergency alarms,
Check stop switch and alarm bell operations,
Check key switches,
Check car position indicator and lights, and
Check telephones.

4. Hallways:

Check hall buttons, plates and in-use lights, and
Check buffers and counterweight clearance.

B. MONTHLY:

1. General:

Lubricate sleeve bearings on car and counterweight sheaves,
Lubricate basement machine deflector sheaves,
Lubricate selector guides and pivot pins where necessary,
Lubricate brake pivots and adjust shoes if necessary,
Check and adjust as required, operation of timers and time relays, and
Clean all pits, car tops and machine rooms.

2. Safety Switches:

Check electrical and mechanical operations.

3. Control Panels:

Check and tighten all terminal connections, and
Check rescuvator operation.

4. Governors:

Clean,
Check lubrication,
Check weights and springs for freedom of movement,
Check alignment of cable sheave,
Check switch and contacts, and
Check buffers and counterweight clearances.

5. Interlocks:

Check rollers, electrical operation and latches.

6. Car Door Operators:

Check motor and lubrication,
Check chain and linkages for alignment and tension,
Check stop clearances, and
Inspect car door check.

7. Door Operating Cams:

Tighten connections and check linkage.

8. Door Slides:

Check and lubricate tracks and rollers, and
Check self-closing feature.

9. Car Tops:

Clean top of car and replace defective light bulbs.

10. Motors and Motor Generators:

Check lubrication.

11. Gear Boxes:

Check lubrication.

C. <u>QUARTERLY:</u>

1. General:

Lubrication of overhead sheaves if required,

Lubrication of overhead sheaves if required,
Lubrication of selectors and tape sheaves,
Lubrication governor tension sheaves,
Check oil level in dash pot overloads, and
Check and lubricate tape drive, clean tape as necessary.

2. Interlocks:

Inspect all internal parts.

3. Emergency Lights:

Check and service as needed.

D. SEMI-ANNUALLY:

1. General:

Blow out controllers, lubricate hinges and pins, as required,
Blow out motor generator sets, and
Blow out, brush or wipe motor windings, governor jaws, sheaves, switches and coils.

2. Motor and Motor Generators:

Check brushes and replace when necessary,
Check and clean commutators, and
Check rotor and armature clearances.

3. Control Boards:

Check resistance tubes,
Check transformers,
Check rectifiers, and
Tighten all terminal lugs.

4. Gear Boxes:

Check for oil leaks,
Check stuffing box,
Check gears for wear,
Check thrust bearings, and
Check oil temperature, consistency of lubricant, and gear cutting flakes.

5. Sheave (Drives):

   Check for groove wear,
   Check for alignment, and
   Check for bearing wear.

6. Ropes, Hoists:

   Check tension, and
   Visual inspection for wear, broken wires and socket connection.

7. Traveling Cables:

   Check worn spots, tape and repair as necessary.

8. Check pin lubrication,

   Check for flats and replace out of round rollers,
   Check springs, and
   Check tension.

9. Hatch Switches:

   Check rollers and arms,
   Check for level stops,
   Check stop switch (final),
   Check control switches and devices, and
   Check automatic slow-down devices and switches.

10. Hatches:

    Clean all hatches and pits.

E. <u>ANNUALLY:</u>

1. General:

   Lubricate roller bearing secondary sheaves,
   Change oil in sleeve bearing secondary sheaves,
   Lubricate roller bearing car and counterweight sheaves,
   Check oil level in buffers,
   Lubricate selector gears,
   Reset overloads, and
   Lubricate compensating sheaves.

2. Brakes:

   Clean brake cores and sleeves and lubricate per manufacturer,
   Check pulley and fastenings, and
   Check electrical connections and operation.

3. Limit Switches:

   Check car and counterweight for run-by clearance at final limits top and bottom.

4. Iron Work:

   Remove fuzz and clean rails,
   Check and tighten bracket bolts,
   Clean beams, and
   Inspect car and counterweight guide rail fastenings

5. Machine:

   Drain, wash and refill all motor sleeves, bearings and gear cases.

6. Car Safety:

   Check for free operations and lubricate.

7. Cars:

   Tighten brace rods, nuts, bolts and screws, car top, crosshead, platform and steady plate.

In addition to the aforementioned maintenance, the Contractor shall inform the Local Authority of any additional maintenance work that is part of the equipment manufacturer's standard recommendations and perform such work.

The premises used by the Contractor for the work shall be kept in a clean and neat condition at all times, and any debris caused by the work shall be removed and disposed of, off the site, by the Contractor.

2.7 SERVICE CALLBACK REQUIREMENTS

Following are the normal and overtime callback requirements:

A. Normal Work Hour Service Call Requirements

The Monthly Contract Prices quoted by the Contractor includes full compensation for all service callbacks for elevator shutdowns, Monday through Friday between the hours of 8:00 a. m. and 5:00 p. m., as requested by the Local Authority's designated representative(s). A list of said representatives shall be supplied to the Contractor. Said service callbacks shall consist of prompt response, no later than the next scheduled regular work day so long as one elevator (at locations with multiple installations) is still in good operating condition, for the purpose of performing all adjustments and/or repairs (other than verified vandalism which can be determined clearly by the Local Authority and the Contractor, as per the provisions established herein). Where there is only one elevator at a location (see Section II. - Scope of Services for such locations), response shall be within one (1) hour. Failure to respond within the time stipulated will be considered a breach of the Agreement.

B. Overtime Service Callback Requirements

At the request of the Local Authority's designated representatives, the Contractor shall provide overtime callback service for the following:

1. P.M. to 8:00 A.M., Monday through Friday

2. Saturday and Sunday - Twenty-four (24) hour service

3. All Holidays - Twenty-four (24) hour service

4. At the locations where there is only one elevator per address the Contractor shall provide callback service twenty-four (24) hours a day, seven (7) days a week, including Holidays.

5. The Monthly Contract Price quoted by the Contractor includes full compensation for callbacks to those locations with only one elevator, within the scope of the Agreement and between 8:00 A.M. and 5:00 P.M. on those days for which premium rates do not apply, as set forth in the Agreement.

6. At all other developments specified in the Agreement, if both elevators are shut down, one (1) elevator must be returned to a safe and satisfactory operating condition, even in the event of apparent vandalism or mischievous damage.

2.8 EMERGENCY SERVICE

The Monthly Contract Prices quoted by the Contractor includes full compensation for all Emergency Service callbacks, twenty four (24) hours a day, seven (7) days a week. An Emergency Service callback is one where callback is necessary to remove a person who is trapped in an elevator, to remedy a potentially dangerous (injury threatening) situation,

or to correct a situation which, if not corrected, would cause further damage to the elevator unit or the building structure. Emergency Service callback response shall be made within one (1) hour. Any damage resulting by the Fire Department or others due to the Contractor's failure to respond within one (1) hour shall be immediately corrected by the Contractor at no additional cost to the Local Authority. The Contractor shall be responsible for restoring the elevator(s) equipment to a safe and satisfactory operating condition.

2.9 VANDALISM

The Contractor, upon answering an elevator shutdown call that shows evidence of vandalism, shall perform the work necessary to remedy any unsafe condition. So long as one elevator is still operational, any further work that might be necessary to repair the damaged elevator shall be postponed until the Local Authority is informed and is given the opportunity to inspect the condition of the elevator. The intent of this paragraph is that vandalism must be apparent or the Contractor shall repair the items as a service callback under the terms of Section 2.7 or 2.8 above.

If an agreement cannot be reached between the Contractor and the Local Authority whether vandalism is apparent, the Local Authority's decision shall be final.

Payment for agreed vandalism work shall be limited to the specified hourly rates set forth in EXHIBIT "A", COST PROPOSAL, plus reimbursement for materials. Said rates shall be subject to the Price Adjustment Clause set forth in EXHIBIT "A", COST PROPOSAL.

2.10 SMALL PARTS SUPPLY

The Contractor shall supply and maintain at each site a locked cabinet with an adequate supply of relays, coils, shunts, resistors, gibs, switches, brushes, door interlocks, contacts, springs, corridor and car buttons, alarm buttons, emergency stop buttons, rollers, stops, cams, indicator bulbs and all other common replacement components unique to each location.

2.11 PENTHOUSE, MACHINE ROOM AND PIT SECURITY

The Contractor shall be responsible for elevator penthouse and pit security for all developments serviced under this Agreement. The Local Authority shall supply keys for access to roof levels, elevator machine rooms and, where required, keys to building entrance doors.

2.12 INSPECTION BY LOCAL AUTHORITY

The Local Authority reserves the right to monitor the work by whatever means it deems necessary, including employing others to inspect and/or test the condition, speed and safety of the elevators.

2.13 MAINTENANCE & SERVICE-AGREEMENT FINAL INSPECTION

Not later than four (4) months before expiration of the Agreement, a joint inspection will be made with Local Authority staff and the Contractor. All parts found defective except for fire damage, water damage, explosion or vandalism shall promptly be replaced or corrected. Parts replaced shall be warranted for one (1) full year as provided below.

2.14 DRAWINGS AND CONTROL PRINTS

The Local Authority shall furnish a set of all available drawings and control prints at each location designated in this Agreement. It is the Contractor's responsibility to maintain and update these drawings when and if changes are made. The Contractor shall be responsible to leave two (2) completely legible sets of drawings at each location at the completion of this Agreement work. This shall be a pre-requisite to the receipt of final payment.

III. INCORPORATION

All requirements of the Request for Proposals and the representations made in the Contractor's proposal that are not in conflict with provisions this Agreement shall be incorporated by reference and made an integral part of the Agreement as though fully set forth.

IV. TIME OF PERFORMANCE

The terms of this Agreement shall commence on the date established above and be in effect until **April 8, 2000** unless modified by both parties. Work shall start within five (5) calendars days of the issuance of a Notice to Proceed letter by the Local Authority.

Upon termination of this Agreement, either by attainment of the expiration date stated in the Agreement or the delivery of a Termination Notice stating an earlier date, the Contractor shall not be entitled to compensation of any services performed following the effective termination date, unless said services were performed at the behest of, and authorized by, the Local Authority subsequent to notification of termination of services.

V. COMPENSATION AND METHOD OF PAYMENT

Compensation shall be paid to the Contractor in monthly installments upon receipt and approval by the Local Authority, of invoices for work performed and supported by detailed reports delineating therein the number of hours spent, assigned work order number and job address, in accordance with the Request for Proposals and the allowable rates pursuant to EXHIBIT "A", COST PROPOSAL. Total payment under this contract shall not exceed **THREE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS($350,000.00).**

Payments for all overtime callbacks shall be limited to the specified premium hourly rates set forth in EXHIBIT "A", COST PROPOSAL.

Said rates shall be subject to the Contract Price Adjustment Clause set forth in EXHIBIT "A", COST PROPOSAL.

The number and location of elevators as listed under the SECTION II, 2.1, Scope of Services may be modified by the Local Authority from time to time based on the beginning or ending of modernization elevator work, or service warranties related thereto. The monthly Contract rate changes will be modified in accordance with the rates stated in EXHIBIT "A", COST PROPOSAL of the affected elevator(s) or the similar type elevator(s) listed if not already included therein.

In no event shall the Local Authority be liable for any interest or late charges for any late payments.

VI. INVOICES TRANSMITTAL TO:

SAN FRANCISCO HOUSING AUTHORITY
Post Office Box 423630
San Francisco, CA 94124-3640

Attention: Finance Department

Payments of approved amounts shall be transmitted to:

D & D, The Elevator Company
1555 Yosemite Ave., Unit 13
San Francisco, CA 94124

Notices that may be issued by the parties shall be transmitted to the above addresses.

VII. CERTIFICATION OF FUNDS

This Agreement is subject to the budget and fiscal provisions of the Local Authority. The Agreement will terminate without penalty at the end of any fiscal year in the event funds are not appropriated by HUD for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, at the end of the term for which funds are appropriated, or when the funds allocated are exhausted, whichever occurs first.

This section prevails against any and all other provisions of the contract.

VIII. ANNUAL CONTRIBUTIONS CONTRACT

The provisions of the Local Authority's Annual Contributions Contract (ACC), Section 515, Interest of Members, Officers, or Employees of Local Authority, Members of Local Governing Body, or Other Public Officials, and Section 517, Interest of Member of or Delegate to Congress, are incorporated herein, and by reference, made a part of this Agreement.

IX. PREVAILING WAGES

The Contractor agrees to comply with the Davis-Bacon Act (40 USC 276a to a-7), as supplemented by Department of Labor Regulations (29 CFR, part 5).

X. INDEPENDENT CONTRACTOR

The Contractor hereby declares that it is engaged as an independent business and agrees to perform said services as an independent Contractor and not as the agent or employee of the Local Authority. The Contractor has and hereby retains the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting it in the performance of the services in this Agreement. The Contractor agrees to be solely responsible for all matters relating to payment of employees, including compliance with Social Security withholdings and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this Agreement.

XI. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, in the project as described above, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by it.

XXII. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall assume the defense of, indemnify and save harmless the Local Authority and its officers and employees (collectively "Indemnitee") from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subcontractor) and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation) that arise directly, in whole or in part, from (1) the services under this Agreement, or any part thereof and/or (2) any act or omission of the Contractor, anyone directly or indirectly employed by them, or anyone that they control

(collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any Indemnitee, subject to the provisions set forth in this Section. To the extent, however, that the foregoing provision imposes an obligation of the Contractor which does not involve any negligence or other breach of obligation on the part of the Contractor or its subcontractors, then provided the Contractor is in compliance with its insurance obligations under Section XXII. below, such obligation shall be limited to the extent to which it is covered by the Contractor's insurance and that of its subcontractors, in no event, however, shall the Contractor's liability or indemnification responsibilities be so limited in the event of negligence or other breach of obligation on the part of the Contractor or its subcontractors. The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

XIII. INSURANCE

The Contractor shall maintain in full force and effect during the entire Agreement term Commercial and/or Comprehensive General Liability (including owned and not-owned automobile insurance) Insurance in the minimum limits set forth below and in a solvent company or companies that maintain a rating of "B+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Local Authority and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and/or property damage arising in any manner from the Contractor's performance of this Agreement with the Local Authority, or the nature of the services provided, or any operations under or connected with this Agreement with the Local Authority.

13.1 The Contractor will maintain in force, during the full term of the Agreement, insurance as follows:

A. Worker's Compensation Employers' Liability

Worker's Compensation Employers' Liability with limits as required by State of California (currently **$1,000,000** for each accident).

B. Comprehensive General Liability Insurance

Comprehensive General Liability Insurance with limits not less than **$1,000,000** per person per occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Agreement; and the extended reporting period may not be less than five years following the completion of the Agreement.

C. Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability Insurance with limits not less than **$1,000,000** each occurrence Combined Single Limit Bodily Injury and Property Damage. The Contractor and the Local Authority acknowledge that the insurance coverage limits provided above may not be sufficient to cover possible (unforeseen and unanticipated) claims. Therefore, subject to further negotiations after the execution of this Agreement, this Section XXIII. may be amended in writing to provide for an increase in coverage and for a correlative increase in the Contractor's fee.

13.2. Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

A. Name as ADDITIONAL INSURED the San Francisco Housing Authority, its Officers, Members of Commission, Agents and Employees.

B. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

C. All policies shall be endorsed to provide thirty (30) days advance written notice to the Local Authority of cancellation, non-renewal or reduction in coverage, mailed to the following address:

San Francisco Housing Authority
440 Turk Street, 2nd Floor
San Francisco, CA 94102
Attention: Raymond Lorenz, Contract/Procurement Division

D. Certificates of Insurance, in form and with insurers satisfactory to the Local Authority, evidencing all coverages above, shall be furnished to the Local Authority prior to award and before commencing any operations under this Agreement, with complete copies of policies to be furnished promptly upon the written request of the Local Authority, at the following address:

San Francisco Housing Authority
440 Turk Street, 2nd Floor
San Francisco, CA 94102
Attention: Raymond Lorenz, Contract/Procurement Division

E. Any coverages which the Contractor proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require

prior Local Authority approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Local Authority shall not relieve or decrease the liability of the Contractor hereunder. This Agreement shall terminate immediately, without notice to the Contractor, upon any lapse of required insurance coverage. The Contractor shall be advised that should the Contractor through its negligence fail to meet the professional standards of care and performance of its services that results in additional costs to the Local Authority, it will be the intention of the Local Authority to recoup these costs from the Contractor.

XIV. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Agreement or any part thereof, without prior express written consent of the Local Authority.

XV. UNLAWFUL SOLICITATIONS

The Contractor warrants that it has not employed any person to solicit or secure the Agreement upon agreement for a commission, percentage, brokerage or contingency fee. Breach of this warranty shall give the Local Authority the right to terminate this contract, or at its discretion, deduct from the Contractor's fee the amount of such commission, percentage, brokerage or contingency fee.

XVI. TERMINATION

16.1 For Cause

It is expressly understood and agreed that in the event the Contractor or the Local Authority fails to perform its obligations under this Agreement, this Agreement shall be terminated for cause and in addition to any other remedy available to either party, all of the Contractor's and Local Authority's rights hereunder shall be ended. Such termination for cause shall be effective immediately upon receipt of written notice. No new work shall be undertaken after receipt of the notice. In the event of written notice of termination from the Local Authority to the Contractor, the Contractor shall be paid for its services under the Agreement which have been performed to the satisfaction of the Local Authority up to the date of termination. Such termination shall not waive any other legal remedies available to the Contractor or the Local Authority.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Authority for damages sustained by the Local Authority by virtue of any breach of the Agreement by the Contractor and the may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damage due the Local Authority from the Contractor is determined.

16.2 For Convenience

The Local Authority may terminate this Agreement any time by a notice, in writing, from the Local Authority to the Contractor. If the Agreement is terminated by the Local Authority as provided herein, the Local Authority shall be liable to the Contractor for reasonable and proper costs resulting from such termination, which costs shall be paid to the Contractor within 90 days of receipt, by the Local Authority, of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of Agreement payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the sites, payment for which has not been made by the Local Authority to the Contractor, or by the Contractor to the subcontractor(s) or supplier(s); (3) the cost of preserving and protecting the work already performed until the Local Authority or its assignee takes possession thereof or assumes responsibility therefor; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the Local Authority; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

Any dispute with regard to this Section are expressly made subject to the provisions of the Section entitled "Administrative Remedy for Contract interpretation".

16.3 Contractor's Default

Failure or refusal of the Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the Local Authority, it may terminate this Agreement. Such termination shall not waive any other legal remedies available to the Local Authority.

16.4 Bankruptcy

In the event that either party shall cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or shall avail itself of or become subject to any proceeding under the Federal Bankruptcy Act, or any other statute of any state relating to insolvency or the protection of the rights of creditors, then at the option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of the other party, tangible or intangible, shall forthwith be returned to it.

XVII. APPLICABLE CALIFORNIA LAW

17.1 Applicable Law

This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of California. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

17.2. California Contractor Licensing Law

In accordance with California State Law, Contractors are required to be licensed and regulated by the Contractor's State License Board. The Contractor must be licensed to perform the work described above. Any questions concerning a contractor or licensing may be referred to the Registrar of Contractors, whose address is:

Department of Consumer Affairs
Contractor's State License Board
3132 Bradshaw Road
Sacramento, CA 95827

17.3 Administrative Remedy for Contract Interpretation

Should any question arise as to the meaning and intent of this Agreement, the matter shall, prior to any other action or legal remedy, be referred to the Executive Director, or designee, who shall decide the true meaning and intent of the Agreement.

XVIII. SAN FRANCISCO HOUSING AUTHORITY AFFIRMATIVE ACTION POLICIES & GUIDELINES

The Contractor shall comply with the requirements of the San Francisco Housing Authority's Affirmative Action Policies & Guidelines.

XIX. MBE/WBE STATUS

The Local Authority has established a goal to maximize the use of Minority Business Enterprise (MBE) and Women Business Enterprises (WBE) in all contracting efforts. The selected Contractor shall make every effort to maximize the utilization of such firms in this Project.

XX. RESIDENT HIRING

To the maximum extent possible, the Contractor agrees to actively recruit, hire, and train residents of public housing for position vacancies within its organization or other employment opportunities.

XXI. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60). The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, handicap, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, religion, age, sex, sexual orientation, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, handicap, or national origin. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial or raw materials.

Contractor agrees to comply fully with all provisions of Chapters 12B and 12D of the San Francisco Administrative Code, Equal Opportunity Employment and Business Practices, as amended from time to time. Said provisions are incorporated herein by reference and made a part of the Agreement as though fully set forth, and shall be enforceable to the extent permissible in accordance with federal regulations.

Pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of fifty dollars ($50.00) for each person for each calendar day during which such person was discriminated against in violation of the provisions of the Agreement, may be deducted from payments due to Contractor.

XXII. DRUG-FREE WORK PLACE

The selected Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of the controlled substance is prohibited on Local Authority premises. The Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assignees shall be deemed a material breach of the Agreement.

XXIII. ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 276c) as supplemented in U. S. Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Contractor sub-grantee shall be prohibited for inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Local Authority.

XXIV. WORK HOURS AND SAFETY STANDARDS

The Agreement for this work is subject to and incorporates, by reference herein, the provisions of the Agreement Work Hours and Safety Standards Act, Sections 103 and 107 (40 USC 327-330), as supplemented by Department of Labor Regulations (29 CFR, Part 5). Contractor hereby declares that it is in compliance with said provisions.

XXV. CLEAN AIR AND CLEAN WATER ACTS

The Agreement for this work is subject to and incorporates, by reference herein, all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15). The Contractor hereby declares that it is in compliance with said requirements and standards.

XXVI. AUDITS, INSPECTIONS AND RECORDS

At any time during normal business hours, and as often as the Local Authority or HUD may deem necessary, there shall be made available, to the Local Authority or HUD for examination, all records with respect to all matters covered by this Agreement, and the Contractor will permit the Local Authority or HUD to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

All records pertinent to this Agreement shall be retained for three (3) years after the Local Authority has made final payment and all other pending matters are closed. Neither the Local Authority's acceptance of, nor its failure to inspect the Contractor's work, nor payment thereof, shall relieve Contractor from any of its liabilities under this Agreement.

XXVII. DISALLOWANCES

In the event the Contractor claims or receives payment, from the Local Authority, for the services, reimbursement for which is later disallowed by the Local Authority, or the State of California, or HUD, the Contractor shall promptly refund the disallowed amount to the Local Authority upon request. At its option, the Local Authority may offset the amount disallowed from any payment due, or to become due to the Contractor under this Agreement or any other Agreement with the Local Authority.

XXVIII. LIQUIDATED DAMAGES

By entering into this Agreement, Contractor agrees that in the event the services, as provided under **SECTION II. Scope of Services**, are not performed, or are delayed in implementation beyond the scheduled milestones and time lines established in this Agreement, or are prematurely terminated for cause by the Local Authority, the Local Authority will suffer actual damages that will be impracticable or extremely difficult to determine; further, the Contractor agrees that the sum of one thousand dollars ($ 1,000) per day for each day of non-performance or delay beyond scheduled milestones and time lines, or premature termination for cause, is not a penalty, but a reasonable estimate of the loss that the Local Authority would incur based on the non-performance, or delay, or premature termination established in light of the circumstances existing at the time the Agreement is awarded. The Local Authority may deduct a sum representing the liquidated damages from any money due to the Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by the Local Authority because of-failure to deliver services to the Local Authority within the time fixed or such extension of time permitted, in writing, by the Local Authority, or due to failure to comply with the terms, conditions, and other covenants of the Agreement.

In the event the Contractor fails to comply, in good faith, with any of the provisions of Chapter 12D, of the San Francisco Administrative Code, the Contractor shall be liable for liquidated damages for each violation in an amount equal to one thousand dollars ($1,000.00). Contractor agrees and acknowledges that the liquidated damages assessed shall be payable to the Local Authority upon demand, and any amounts owed to the Local Authority may be offset against any monies due to the Contractor, pursuant to this or any contract with the Local Authority. In lieu of liquidated damages for failure to comply, in good faith, with any of the provisions of Chapter 12D, of the San Francisco Administrative Code, the Local may cancel this Agreement.

XXIX. WARRANTIES

The Contractor shall promptly remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of the work.

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens, or charges, and agrees further that neither it nor any other person, firm, or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

XXX. PROTECTION OF CONFIDENTIAL INFORMATION

All reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential. The Contractor agrees that it shall not be made available to any third party at any time during the term of the Agreement or thereafter, or to use it for any purpose other than performing its obligations hereunder, without the prior written approval of the Local Authority.

XXXI. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights, and shall save the Local Authority harmless from loss on account thereof, except that the Local Authority shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or the product specified is an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information to the Local Authority.

XXXII. TAXES

Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor.

XXXIII. PROJECT MANAGEMENT AND PERSONNEL

The Local Authority and the Contractor have designated the individuals named below to serve as Agreement Monitor and Project Manager, respectively, for purposes of implementation of this Agreement:

For the Local Authority: Director, Maintenance Department or designee

For the Contractor: General Manager or designee

Each person designated above shall have authority to direct, on behalf of the party designating such individual, the program which is the subject of this Agreement. Each such Agreement Monitor/Project Manager shall be deemed authorized to execute, grant, or provide all approvals, waivers, requests, notices, and other communications required under this Agreement or requested by the other party, except for changes in the compensation and method of payment, and approvals for a reduction in services not authorized by this Agreement; and provided that any amendment of this Agreement must be in writing and signed by the individuals who have executed this Agreement, or their successors. Each party shall direct, in the first instance, all communications respecting performance of this Agreement to the other party as designated above. At least once every month during the performance of this Agreement, the Local Authority's Agreement Monitor and the Contractor's Project Manager as well as appropriate additional personnel involved in the tasks underway, shall meet at a location designated by the Local Authority to discuss the progress of the project.

At each such meeting, the Contractor shall provide the Local Authority with a written status report that shall include any problems encountered or anticipated by the Contractor including without limitation, any failure by the Local Authority to perform or any delay or inadequacy of the Local Authority in performing any of its responsibility hereunder, which may prevent or delay the Contractor's performance of its obligations under this Agreement. The Contractor shall also provide updated logs, monthly expenditure reports with appropriate supporting documentation, summaries of activities and accomplishments, briefing papers, affirmative action goals and achievements, or any other information requested by the Local Authority's Agreement Monitor in accordance with the reporting requirements and performance standards established in this Agreement.

The Contractor agrees that its key personnel assigned to this project shall be as stipulated above. Contractor further agrees not to reassign any of said individual or remove them from the program without notice to the Local Authority's Agreement Monitor and consent thereof to such reassignment or removal.

XXXIV. ENTIRE CONTRACT

This Agreement represents the full and final understanding between the parties, and supersedes any and all previous understandings, commitments, or agreements, oral or written, pertaining to the performance of the services described above. No modifications to the Agreement may be made without the consent, in writing, of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

SAN FRANCISCO HOUSING AUTHORITY	**D & D, THE ELEVATOR COMPANY**
440 Turk Street	**1555 YOSEMITE AVENUE, UNIT 13**
San Francisco, CA 94102	**SAN FRANCISCO, CA 94124**
Telephone Number: (415) 554-1296	**Telephone Number: (415) 671-4900**
_____	_____
Title: Executive Director	Title:
_____	_____
Date	Date

APPROVED AS TO FORM:

_____
Legal Department

_____
Date

COST PROPOSAL FOR FULL ELEVATOR PREVENTIVE MAINTENANCE SERVICES

EXHIBIT "A", COST PROPOSAL

The undersigned, having familiarized (himself, herself, themselves) with local conditions affecting the cost of work and with the specifications and all addenda, if any thereto, on file at the office of the San Francisco Housing Authority, 440 Turk Street, San Francisco, California 94102, hereby proposes to furnish all labor, materials, equipment, and services required for **FULL ELEVATOR PREVENTATIVE MAINTENANCE SERVICE** for a period of two (2) years at specific Senior and Family Developments, the Administration Office and Maintenance Building, in accordance with the accompanying Specifications, for the proposed total **Monthly Contract Price** specified below, subject to additions and deductions according to the terms of the Agreement Documents. This Bid includes all Addenda, if any.

1.1 PROPOSED MONTHLY CONTRACT PRICE

The proposed **Monthly Contract Prices** cover the following:

A. ELEVATORS TO BE SERVICED:

CAL NO.	ADDRESS	TYPE ELEVATOR	PRICE
CAL 1-15	655 Pacific Ave.	1 GAL Traction Elev.	$ 225.00
CAL 1-15	711 Pacific Ave.	1 GAL Traction Elev.	$ 225.00
CAL 1-15	795 Pacific Ave.	1 GAL Traction Elev.	$ 225.00
CAL 1-15	895 Pacific Ave.	1 GAL Traction Elev.	$ 225.00
CAL 1-18(l)	2451 Sacramento St.	2 GAL Traction Elev.s	$ 450.00
CAL 1-18(5)	1251 Turk St.	GAL Traction Elev.s	$ 675.00
CAL 1-18(6)	838 Pacific Ave.	3 GAL Traction Elev.s	$ 675.00
CAL 1-18(10)	255 Woodside Ave.	2 GAL Traction Elev.s	$ 450.00
CAL 1-18(13)	1855 - 15th St.	2 GAL Traction Elev.s	$ 450.00
CAL 1-19(l)	990 Pacific Ave.	2 GAL Traction Elev.s	$ 450.00
CAL 1-19(2)	1750 McAllister St.	2 GAL Traction Elev.s	$ 450.00
CAL 1-20	255 Dorland St.	1 GAL Traction Elev.	$ 125.00
CAL 1-20	3850 - 18th St.	1 GAL Traction Elev.	$ 125.00
CAL 1-21	320 Clementina St.	2 GAL Traction Elev.s	$ 450.00
CAL 1-21	330 Clementina St.	2 GAL Traction Elev.s	$ 450.00
CAL 1-23	1880 Pine St.	2 GAL Traction Elev.s	$ 450.00
CAL 1-27	350 Ellis St.	2 GAL Traction Elev.s	$ 450.00
CAL 1-28	666 Ellis St.	2 GAL Traction Elev.s	$ 450.00
CAL 1-29	345 Arguello Blvd.	2 GAL Hydraulic Elev.s	$ 250.00
CAL 1-30	462 Duboce St.	1 Virginia Hydraulic Elev.	$ 125.00
CAL 1-31	25 Sanchez St.	2 GAL Hydraulic Elev.s	$ 250.00
CAL 1-32	1760 Bush St.	2 GAL Hydraulic Elev.s	$ 250.00
CAL 1-34	363 Noe St.	1 Superior Hydraulic Elev.	$ 125.00
CAL 1-35	2698 California St.	1 Atlas Hydraulic Elev.	$ 125.00

COST PROPOSAL FOR FULL ELEVATOR PREVENTATIVE MAINTENANCE SERVICES

CAL NO.	ADDRESS	TYPE ELEVATOR	PRICE
CAL 1-36	227 Bay St.	1 Atlas Hydraulic Elev.	$ 125.00
CAL 1-37	491 - 31st Ave.	2 GAL Hydraulic Elev.s	$ 250.00
CAL 1-39a	939 Eddy St.	Dover Hydraulic Elev.	$ 125.00
CAL 1-41	430 Turk St.	2 U.S. Traction Elev.s	$ 250.00
CAL 1-41	440 Turk St.	1 U.S. Traction Elev.	$ 225.00
	1815 Egbert Ave.	1 Otis Traction Elev.	$ 225.00
	1815 Egbert Ave.	1 Otis Hydraulic Elev.	$ 225.00
TOTAL			**50 ELEVATORS**

TOTAL MONTHLY BID PRICE (Total of all of the above) **$9,450.00**

B. In submitting this Total Bid Price it is understood that the award of a Agreement will be determined in-part by the Total Bid Price. The Total Bid Price shall equal the sum of the individual proposed monthly contract prices. If it does not, it will be considered an error of form only and the individual proposed monthly contract prices shall control. See Section IV for the proposal evaluation criteria.

C. The Proposed Monthly Contract Price shall also be the basis adjusting monthly contract payments due to elevator deletions (See Agreement Section V. entitled, "COMPENSATION AND METHOD OF PAYMENT"). The bidder must propose a price for each development indicated on the "COST PROPOSAL" form above. Failure to do so may be grounds for rejecting the Contractor's Proposal.

1.2 ADJUSTMENTS FOR PREMIUM RATES AND CERTAIN CALLBACKS

A. Contract Price Adjustment

Upon a Union agreed upon wage rage change date, the rate set forth in Section 1.2, B. below will be increased or decreased by the rate of increase or decrease in the then current straight time hourly rate for Elevator Constructors Mechanics Local as defined therein.

B. Elevator Mechanics Hourly Rates

(Please note that this rate must, as a minimum, equal the HUD prevailing wage rate)

1.	Rate of hourly pay in the envelope	$ 39.185
2.	Pension Costs	$ 2.360

3.	Paid Holiday Costs	$ 1.127
4.	Health & Welfare	$ 3.970
5.	Vacation Pay Cost	$ 3.130
6.	N.E.I.I. Education Costs	$ 0.120

CURRENT HOURLY RATE FOR ELEVATOR MECHANIC IS $ 48.810

TIME AND SEVEN-TENTHS (0.7) RATE FOR ELEVATOR MECHANIC IS $ 77.648

DOUBLE-TIME RATE FOR ELEVATOR MECHANICS IS $ 91.350

C. Premium Rates

The Local Authority will pay the following premium rates for overtime and/or Holiday callbacks as follows:

1. Time and seven-tenths (0.7): The actual pay difference between the Elevator Mechanics regular straight time rate (as defined in B. Elevator Mechanics Hourly Rates above) and the time and seven-tenths (0.7) rate.

2. Double Time: The actual pay difference between the Elevator Mechanics straight time rate (as defined in B. Elevator Mechanics Hourly Rates above) and the actual double-time rate.

Premium rates represent the full hourly cost to the Local Authority for all callbacks within the Scope of Services of the Agreement during the time periods in which premium rates apply. The intent being that the Contractor would have been responsible for the straight time rate when and if the work necessary was to be performed on a regular work day.

D. Rates for Work outside the Scope of Services of this Agreement (i.e. Vandalism, Fire, Flood, etc

The Authority will pay the following rates for work outside the Scope of the Agreement:

1. Elevator Mechanics Hourly Rate mark-up

Elevator Mechanic's rate (as defined in B. Elevator Mechanics Hourly Rates above) PLUS 15% rate mark-up for **all** overheads and profit.

2. Material charges mark-up

Mark-up including **all** overheads and profit on materials required for work outside the Scope of Services of the Agreement, i.e agreed upon vandalism, fire, or water damage, etc. is 15% on the price of the materials.

E. The Undersigned agrees that, if he/she is selected as the successful Contractor, he/she will within five (5) days, Saturdays, Sunday and legal holidays excluded, after presentation thereof by the awarding authority, execute a Agreement in accordance with the terms of this Request for Proposals and furnish a Performance and Payment Bond from a surety company qualified to do business under the laws of the State of California and satisfactory to the awarding authority and each in the sum of the Agreement price, the premiums for which are to be paid by the Contractor and are included in the Total Bid Price above.

F. The Undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations applicable to awards made subject to the State of California.

G. The Undersigned further certifies under the penalties of perjury that this Total Bid Price is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this Section the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

H. The Undersigned agrees that he/she will comply with all of the requirements of the San Francisco Housing Authority's Minority Participation provisions as set forth in the Agreement documents for this work.

Date: _____

D & D, THE ELEVATOR COMPANY
Name of Firm

_____
Signature of Representative

_____
Title

1555 Yosemite Avenue, Unit 13
Business Address

SAN FRANCISCO, CA 94124
City, State, Zip Code

EXHIBIT "A", COST PROPOSAL

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

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DATE: April 1, 1998

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, EXECUTIVE DIRECTOR

SUBJECT: **RESOLUTION AUTHORIZING THE SAN FRANCISCO HOUSING AUTHORITY ("SFHA") TO FORM A NOT FOR PROFIT CORPORATION TO PARTICIPATE IN THE REDEVELOPMENT OF VARIOUS HOUSING DEVELOPMENTS AND TO APPROVE CERTAIN ACTIONS IN CONNECTION WITH THE NOT FOR PROFIT CORPORATION.**

I respectfully request that the Commission approve the creation of not for profit corporation, hereafter known of the SFHA Development Corporation, which will facilitate the redevelopment of the five or more sites presently chosen for reconstruction with HOPE VI Grant funds. I strongly urge passage of this Resolution, which will expedite the construction of improved housing developments in the City and County of San Francisco.

materials prepared by: William North

RESOLUTION NO.: 4655
DATE ADOPTED: 4/9/98

RESOLUTION AUTHORIZING THE SAN FRANCISCO HOUSING AUTHORITY ("SFHA") TO FORM A NOT FOR PROFIT CORPORATION TO PARTICIPATE IN THE REDEVELOPMENT OF VARIOUS HOUSING DEVELOPMENTS, AND TO APPROVE CERTAIN ACTIONS IN CONNECTION WITH THE NOT FOR PROFIT CORPORATION.

WHEREAS, the San Francisco Housing Authority ("SFHA") wants to form a not for profit corporation to be known as "the SFHA Development Corporation" ("the Corporation") to serve as the controlling entity for other not for profit corporations, not affiliated with SFHA, each of which will serve in various capacities within entities designated to redevelop various housing developments; and,

WHEREAS, the Corporation is necessary to protect the SFHA from liability associated with the redevelopment of said various housing developments; and,

WHEREAS, the tax status of the Corporation must be not for profit in order to pass the benefits of the tax exempt status of the SFHA to the property being redeveloped; and,

WHEREAS, the Directors of the SFHA Development Corporation shall be employees of the SFHA, specifically the General Counsel, the Director of Finance, the Director of Housing Development, the Community and Support Services Director and a resident, to be named later; and

WHEREAS, the draft By Laws and Articles of Incorporation for the said not for profit Corporation, which are attached hereto, may need to be modified as time passes to allow for greater flexibility of purpose and control of the Corporation.

NOW, THEREFORE, A RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, THAT:

1. The SFHA is authorized to form a not for profit corporation to be known as the SFHA Development Corporation ("the Corporation") to serve as the controlling entity for other not for profit corporations, each of which will serve in various capacities within entities designated to redevelop various housing developments, pursuant to the draft, Articles of Incorporation and Bylaws in the form attached hereto, which are hereby approved with such changes and insertions therein as may be necessary to carry out the intention of this Resolution, to comply with California Nonprofit Public Benefit Corporation Law, or to obtain not for profit status within Internal Revenue Service guidelines.

2. The SFHA shall enter into any and all agreements and promulgate documents required or deemed necessary to form the Corporation, and shall pay filing fees not to exceed $3,000.00 in aggregate to be paid to the Secretary of State for formation of the Corporation and to the Internal Revenue Service and the Franchise Tax Board to apply to tax-exempt status.

3. The Acting General Counsel of the SFHA, or his/her successor is hereby authorized to; (1) make such changes and insertions as described in Paragraph 1 above; (2) cause Goldfarb & Lipman, Legal Counsel to SFHA to act as incorporator and file any and all agreements and documents required or deemed necessary to form the Corporation and fulfill the purposes of this Resolution; and (3) cause the required fees to be paid to the public agencies listed above.

4. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY;

Patrick O'Donahue
Associate General Counsel

ARTICLES OF INCORPORATION

DRAFT

OF

SFHA HOUSING DEVELOPMENT CORPORATION

A California Nonprofit Public Benefit Corporation

RECEIVED
LEGAL DEPT.

I. NAME

The name of the corporation is SFHA Housing Development Corporation.

II. PURPOSE

(a) This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law exclusively for charitable purposes within the meaning of Internal Revenue Code 501(c)(3). The general purpose of this corporation is to have and exercise all rights and powers conferred on nonprofit corporations under the laws of California, provided that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

(b) The specific charitable and public purposes for which the corporation is organized are to benefit and support, in accordance with Section 509(a)(3) of the Internal Revenue Code, the Housing Authority of the City and County of San Francisco, a

public body corporate and politic (the "SFHA), and its purposes by providing, developing, financing, rehabilitating, owning and operating decent, safe and sanitary housing affordable to persons and households of low income; to assist low income households by enabling them to secure the basic human need of decent shelter; to combat community blight and deterioration in the City and County of San Francisco and contribute to their physical improvement; and to provide and expand economic opportunities for persons assisted by or eligible for SFHA assistance.

III. AGENT OF SERVICE

The name and address in California of the corporation's initial agent for service of process is _____, Director of Finance, San Francisco Housing Authority, 440 Turk Street, San Francisco, CA 94102.

IV. DEDICATION AND DISPOSITION

(a) The property of this corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member of this corporation or to the benefit of any private individual.

(b) Upon the winding up and dissolution of this corporation, and after paying or adequately providing for the debts and obligations of the corporation, the remaining assets

shall be distributed to the Housing Authority of the City and County of San Francisco, or a nonprofit fund, foundation or corporation that is organized and operated exclusively for charitable purposes, and which has established and maintained its tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Law of 1986, as amended (the "Internal Revenue Code") or the corresponding provision of any future Internal Revenue Law.

V. LIMITATION OF CORPORATE ACTIVITIES

(a) This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provision of these Articles, the corporation shall not carry on any activities not permitted to be carried on by: (i) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law; or (ii) by a corporation, contributions to which are deductible under Section 170 of the Internal Revenue Code or the corresponding provisions of any other United States Internal Revenue Law.

(b) No substantial part of the activities of this corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code, and this corporation

shall not participate in or interfere in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.

VI. DIRECTORS

The number of directors and the manner in which directors shall be chosen and removed from office, their qualifications, powers, duties, term of office, the manner of filling vacancies on the board of directors and the manner of calling and holding meetings of directors shall be as stated in the bylaws.

Adopted this _____ day of _____, 1998.

_____
Michelle D. Brewer, Incorporator

DECLARATION

I declare that I am the person who executed the foregoing Articles of Incorporation which execution is my act and my deed.

Date: _____, 1998

_____
Michelle D. Brewer

DRAFT

SFHA HOUSING DEVELOPMENT CORPORATION

Certification by Incorporator Regarding
Adoption of Bylaws and Appointment
of Initial Directors

I, Michelle D. Brewer, am the Incorporator of SFHA Housing Development Corporation (the "Corporation") pursuant to the Articles of Incorporation filed on _____, 1998. I hereby adopt the Bylaws for the Corporation in the form attached to this certification.

I hereby appoint the following persons as directors of the Corporation:

1.

2.

3.

4.

5.

Executed this ___ day of _____, 1998.

By:_____
Michelle D. Brewer

DRAFT

BYLAWS OF

SFHA HOUSING DEVELOPMENT CORPORATION

A California Nonprofit Public
Benefit Corporation

DRAFT

BYLAWS OF
SFHA HOUSING DEVELOPMENT CORPORATION
A California Nonprofit Public
Benefit Corporation

Article I

NAME

Section 1.1. The name of this corporation is SFHA Housing Development Corporation.

Article II

OFFICE

Section 2.1. Principal Office. The principal office for the transaction of affairs and activities of the corporation is located at 440 Turk Street, San Francisco, California, 94102. The Board of Directors may change the principal office from one location to another. Any change shall be noted on these Bylaws, or this section may be amended to state the new location.

Section 2.2. Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to conduct its activities.

Article III

MEMBERS

Section 3.1. This corporation shall have no members.

Article IV

DIRECTORS

Section 4.1. Powers.

Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, all powers and activities of the corporation shall be exercised directly by or under the ultimate direction of the Board of Directors.

Section 4.2. Number of Directors. The number of Directors shall be five (5).

Section 4.3. Compensation and Reimbursement of Directors. The Directors shall serve without compensation though they may be reimbursed for their expenditure of monies on behalf of the corporation.

Section 4.4. Restriction on Interested Persons as Directors. No more than 49 percent of the persons serving on the Board may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the corporation.

Section 4.5. Appointment, Term of Office and Qualification of Directors.

The initial Directors shall be appointed by the Incorporator and all subsequent Directors shall hold the following positions, either in an "acting" or permanent capacity (the "Specified Positions"):

(1) General Counsel of the Housing Authority;

(2) Director of Finance of the Housing Authority;

(3) Director of the Housing Development Division of the Housing Authority;

(4) Community and Support Services Coordinator of the Housing Authority; and

(5) Resident of housing development owned or assisted by the Housing Authority (to be appointed by and to serve at the discretion of the Executive Director).

At the time any Director ceases to hold a Specified Position, that Director's membership on the Board of Directors shall automatically cease and the successor to such Specified Position shall become a Director. If a successor is not selected for the Specified Position or if any such position shall be vacant, the Executive Director of the Housing Authority may select a replacement director.

Section 4.6. Vacancies on the Board of Directors. A vacancy shall be deemed to exist in the event that the actual number of Directors is less than the authorized number for any reason.

[Section 4.7. Removal of Directors. The Board of Directors may remove any Director with or without cause. Absence of a Director from three or more consecutive board meetings shall constitute cause for removal.]

[Section 4.8. Resignations of Directors. Except as provided below, any Director may resign by giving written notice to the president or secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a Director's resignation is effective at a later time, the Board of Directors shall appoint a successor to take office as of the date when the resignation becomes effective. Except on notice to the Attorney General of California, no Director may resign if the corporation would be left without a duly elected Director or Directors.]

[Section 4.9. Filling Vacancies. Vacancies shall be filled as provided for in section 4.5.]

Section 4.10. Meetings of the Directors. A regular meeting shall be held once a year at such time and place as shall from time to time be fixed by the Directors for the purpose of organization, election of officers and the transaction of other business.

Section 4.11. Special Meetings. Special meetings of the Board for any purpose may be called at any time by the president, or the secretary or any two Directors.

Section 4.12. Notice. Subject to public law requirements, notice of regular and special meetings shall be given to the Directors not less than four (4) days prior to the meeting if delivered by first class mail or not less than forty-eight (48) hours prior to the meeting if the notice is delivered personally or by telephone. The notice must state the date and time of the meeting and the place of the meeting if it is other than the principal office of the corporation. In addition, public notice of each meeting shall be posted at the principal office of the corporation not less than seventy-two (72) hours prior to such meeting.

Section 4.13. Waiver of Notice. Notice of a meeting need not be given to any Director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

Section 4.14. Quorum. A majority of the authorized number of Directors shall constitute a quorum for the transaction of business, except to adjourn. Every action taken or decision made by a majority of the Directors present at a duly held meeting of which a quorum is present shall be the act of the Board.

Section 4.15. Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment to another time and place shall be given to the Directors who were not present at the time of the adjournment.

Section 4.16. Action Without a Meeting. Any action that the Board is required or permitted to take may be taken without a meeting if all members of the Board consent in writing to the action. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

Section 4.17. Meetings by Conference Telephone. Members of the Board of Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all persons participating in the meeting can hear one another. Participation by Directors in a meeting in the manner provided in this section constitutes presence in person at the meeting.

Section 4.18. Committees of Directors. The Board of Directors may, by resolution adopted by a majority of the Directors then in office, designate one or more committees, each consisting of three or more Directors, to serve at the pleasure of the Board. Appointments to such committees shall be by majority vote of the Directors then in office. Any committee, to the extent provided in the resolution, shall have all the authority of the Board, except that no committee, regardless of Board resolution may:

(a) Fill vacancies on the Board of Directors or on any committee;

(b) Fix compensation of directors for serving on the board or any committee;

(c) Amend or repeal bylaws or adopt new bylaws;

(d) Amend or repeal any resolution of the Board of Directors which by its express terms is not so amendable or repealable;

(e) Appoint any other committees of the Board of Directors or the members of these committees;

(f) Spend corporate funds to support a nominee for director after there are more people nominated for director than can be elected.

Section 4.19. Committee Meetings. Meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of this Article IV concerning meetings of Directors, with such changes in the context of those Bylaws as

are necessary to substitute the committee and its members for the Board of Directors and its members. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee not inconsistent with the provisions of these Bylaws concerning meetings of Directors.

Section 4.20. Standard of Care - General. A Director shall perform the duties of a Director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner such Director believes to be in the best interest of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of the corporation whom the Director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, so long as in any such case, the Director acts in good faith, after reasonable inquiry when the need thereof is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except in the case of a self-dealing director, as described in Section 4.22 of these Bylaws, a person who performs the duties of a Director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a Director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which the corporation, or assets held by it, are dedicated.

Section 4.21. Standard of Care - Investments. Except with respect to assets held for use or used directly in carrying out this corporation's charitable activities, in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing this corporation's investments, the Board shall avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of this corporation's capital. The provisions of Section 4.20 of these Bylaws shall apply to this Section.

Section 4.22. Self-Dealing Transactions. Except as provided below, the Board shall not approve a self-dealing transaction. A self-dealing transaction is one in which the corporation is a party and in which one or more of the Directors has a material financial interest or a transaction between this corporation and any entity in which one or more of its Directors has a material financial interest. The Board may approve a self-dealing transaction if a majority of the Board, not including the self-interested director, determines that the transaction is fair and reasonable to this corporation and, after reasonable investigation under the circumstances, determines that it could not have secured a more advantageous arrangement with reasonable effort under the circumstances.

Section 4.23. Inspection. Every Director shall, at his or her own expense, have the absolute right at any reasonable time during the business hours of the corporation to inspect and copy all books, records, and documents, and to inspect the physical properties of this corporation.

Article V

OFFICERS

Section 5.1. Officers of the Corporation. The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the Board's discretion, one or more vice presidents, one or more assistant secretaries, one or more assistant financial officers and such other officers as may be appointed in accordance with Section 5.3 of these Bylaws. Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as the president.

Section 5.2. Election of Officers.

The officers of the corporation shall be those Directors holding the following Specified Positions:

President	-	General Counsel of the Housing Authority
Chief Financial Officer	-	Director of Finance of the Housing Authority
Secretary	-	Director of the Housing Development Division of the Housing Authority

Section 5.3. Other Officers. The Board may appoint or may authorize the president, or other officer, to appoint any other officers that the corporation may require. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the Bylaws or determined by the Board.

[Section 5.4. Removal of Officers. Any officer, with the exception of officers designated in section 5.2, may be removed with or without cause by the Board and also, if the officer was appointed by an officer, by the officer who appointed him or her.]

[Section 5.5. Resignation of Officers. Any officer, with the exception of officers designated in section 5.2, may resign at any time by giving written notice to the president or secretary of the corporation. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall not affect the rights, if any, of the corporation under any contract to which the officer is a party. Nor shall the resignation of any officer from the office he or she holds affect his or her position as a Director of the corporation.]

Section 5.6. Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office, provided, however, that vacancies may be filled as they occur.

Section 5.7. Reimbursement of Expenses. The corporation shall provide reimbursement for monies expended on behalf of the corporation by its officers.

Section 5.8. President. The president shall preside at meetings of the Board of Directors and shall exercise and perform such other powers and duties as may from time to time be assigned to the president by the Board of Directors. Subject to the control of the Board, the president shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers.

Section 5.9. Vice Presidents. If the president is absent or disabled, the vice presidents, if any, in order of their rank as fixed by the Board of Directors, or, if not ranked, a vice president designated by the Board of Directors, shall perform all duties of the president. When so acting, a vice president shall have all powers of and be subject to all restrictions on the president. The vice presidents shall have such other powers and perform such other duties as the Board of Directors or the Bylaws may prescribe.

Section 5.10. Secretary. The secretary shall have the following duties:

(a) The secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of the meetings shall include the time and place that meeting was

held, whether the meeting was annual, regular, or special, and, if special, how authorized and the notice given.

(b) The secretary shall keep or cause to be kept at the corporation's principal office, a copy of the Articles of Incorporation and Bylaws of the corporation, as amended to date.

(c) The secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board required by these Bylaws to be given. The secretary shall keep the corporate seal in safe custody and shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

Section 5.11. Chief Financial Officer. The chief financial officer shall have the following duties:

(a) The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The chief financial officer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times during the business hours of the corporation.

(b) The chief financial officer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board may designate, shall disburse the corporation's funds as the Board may order, shall render to the president and the Board, when requested, an account of all transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as the Board or the Bylaws may prescribe.

Article VI

MISCELLANEOUS

Section 6.1. Fiscal Year. The fiscal year of this corporation shall end each year on _____.

Section 6.2. Corporate Seal. This corporation may have a seal which shall be specified by resolution of the Board of Directors. The seal may be affixed to any corporate instruments, as directed by the Board or any of its officers, but failure to affix it shall not affect the validity of the instrument.

Section 6.3. Contracts. All contracts entered into on behalf of this corporation must be authorized by the Board of Directors, or, where the contract is for less than $5000, by the president.

Section 6.4. Execution of Checks. Except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of the corporation shall be signed by such individuals as are authorized by the Board of Directors.

Section 6.5. Indemnification. This corporation shall indemnify its directors, officers, employees, and agents, including persons formerly occupying any such position, to the fullest extent permitted by law, against all expenses, judgments, fines and other amounts actually and reasonably incurred by them in connection with any threatened, pending or completed action or proceeding, whether it is civil, criminal, administrative or investigative.

In all cases where indemnification is sought, the corporation shall be subject to the following restrictions and requirements:

(a) Where the action or proceeding is brought on behalf of the corporation or involves self-dealing transactions, as defined in Section 4.22 of these Bylaws, the corporation shall not indemnify against amounts paid in settlement or judgment amounts, but shall, upon the express authorization of the Board, indemnify the director, officer, employee or agent against expenses incurred in defense of an action arising from his or her relation to the corporation. To indemnify in such cases the Board must find the person met the statutorily prescribed standard of care by acting (1) in good faith, (2) in the best interests of the corporation, and (3) with the care of an ordinarily prudent person.

(b) Where the person seeking indemnification under this section has been held liable to the corporation, or has settled his or her liability to the corporation, the corporation shall not indemnify against expenses without the approval of the court or the Attorney General.

(c) The Board shall determine whether the person seeking indemnification has acted in accordance with the standard of care set forth in subsection (a) of this section by a majority vote of a quorum consisting of disinterested Directors. The termination of any proceeding in a manner adverse to the defendant seeking indemnification shall not create a presumption that such person failed to meet the standard of care.

(d) Where the person seeking indemnification has been successful on the merits in defense of any action or proceeding brought on behalf of the corporation or in defense of any claim or issue involved in such action

or proceeding, the corporation shall indemnify against all expenses actually or reasonably incurred.

(e) The corporation shall not advance any money to the person seeking indemnification for the purpose of defending against any action or proceeding without the receipt of an undertaking by such person to repay all advances unless it is ultimately determined that he or she is entitled to indemnification.

Section 6.6. Insurance. The Board of Directors may adopt a resolution authorizing the purchase of insurance on behalf of any Director, officer, employee or agent of this corporation against any liability asserted against or incurred by the Director, officer, employee or agent in such capacity or arising out of the Director's, officer's, employee's or agent's status as such, whether or not this corporation would have the power to indemnify the Director, officer, employee, or agent against that liability under law; except, the corporation may not purchase insurance to protect self-dealing directors (as defined in Section 4.22 of these Bylaws) from liability.

Section 6.7. Reports to Directors. If the corporation has more than twenty-five thousand dollars ($25,000) in gross receipts in any fiscal year, the president shall furnish a written report at the first regular meeting of the next fiscal year to all Directors of this corporation containing the following information:

(a) The assets and liabilities, including the trust funds, of this corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

(c) The revenue or receipts of this corporation both unrestricted and restricted for particular purposes, for the fiscal year;

(d) The expenses or disbursements of this corporation, for both general and restricted purposes during the fiscal year.

Regardless of the gross receipts of the corporation, the president must furnish a written report to all Directors that lists any transaction during the prior fiscal year involving one thousand dollars ($1,000) or more between this corporation or a subsidiary and any Director or officer of this corporation or a subsidiary. The report must disclose the name of the Director or officer and the person's relationship to the corporation, the nature of such person's interest in the transaction and, where practicable, the amount of such interest. The president must also furnish an annual written report to all Directors disclosing the amount and circumstances of any indemnifications or advances aggregating more than one thousand dollars ($1,000) paid during

the prior fiscal year to any officer or Director of the corporation.

[Section 6.8. Amendment of Bylaws. The Bylaws may be amended or repealed and new Bylaws adopted by the vote of a majority of all the members of the Board of Directors. Such amended or newly adopted Bylaws shall take effect immediately.]

Section 6.9 Applicable Law. This Corporation shall be subject to any and all applicable state, federal and local laws, including, but not limited to such laws as may be applicable as a result of the Corporation's affiliation with the Housing Authority of the City and County of San Francisco.

SAN FRANCISCO HOUSING AUTHORITY

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DATE: April 1, 1998

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, EXECUTIVE DIRECTOR

SUBJECT: **RATIFICATION, CONFIRMATION AND APPROVAL OF**

1. **THE EXECUTIVE DIRECTOR'S DECISION TO PAY THE OFFICE OF THE CITY ATTORNEY PER THE TERMS OF THE PURCHASE REQUISITION FOR EXISTING AND FUTURE LITIGATION BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE OFFICE OF THE CITY ATTORNEY TO PROVIDE LEGAL SERVICES FOR THE PERIOD BETWEEN JULY 1, 1996 AND JUNE 30, 1997.**

2. **THE EXECUTIVE DIRECTOR'S DECISION TO CONTINUE TO PAY THE OFFICE OF THE CITY ATTORNEY PER THE TERMS OF THE PURCHASE REQUISITION FOR EXISTING AND FUTURE LITIGATION BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND OFFICE OF THE CITY ATTORNEY TO PROVIDE LEGAL SERVICES FOR THE PERIOD BETWEEN JULY 1, 1997 AND SEPTEMBER 30, 1998.**

I respectfully request ratification, confirmation and approval of the following:

1. The Executive Director's decision to make payment to the Office of the City Attorney per the terms of the Purchase Requisition for Existing and Future

Prepared by: William North

Litigation, which is attached, for a sum not to exceed $328,825.72 for the period between July 1, 1996 and ending June 30, 1997; and

2. The Executive Director's decision to make payment to the Office of the City Attorney per the terms of the Purchase Requisition for Existing and Future Litigation, which is attached, for a sum not to exceed $250,000.00 for the period between July 1, 1997 through September 30, 1998.

The source of funding for this payment is anticipated to be as follows: The Low Income Operating Program, HOPE VI Grant Funds, Section 8 Funding and Comp Grant Funds.

I strongly recommend the adoption of the attached resolution.

Prepared by: William North

RESOLUTION NO. 4656
DATE ADOPTED: 4/9/98

RATIFICATION, CONFIRMATION AND APPROVAL OF:

1. THE EXECUTIVE DIRECTOR'S DECISION TO PAY THE OFFICE OF THE CITY ATTORNEY PER THE TERMS OF THE PURCHASE REQUISITION FOR EXISTING AND FUTURE LITIGATION BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE OFFICE OF THE CITY ATTORNEY TO PROVIDE LEGAL SERVICES FOR THE PERIOD BETWEEN JULY 1, 1996 AND JUNE 30, 1997.

2. THE EXECUTIVE DIRECTOR'S DECISION TO CONTINUE TO PAY THE OFFICE OF THE CITY ATTORNEY PER THE TERMS OF THE PURCHASE REQUISITION FOR EXISTING AND FUTURE LITIGATION BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND OFFICE OF THE CITY ATTORNEY TO PROVIDE LEGAL SERVICES FOR THE PERIOD BETWEEN JULY 1, 1997 AND SEPTEMBER 30, 1998.

WHEREAS, the San Francisco Housing Authority (SFHA) ceded control of operations to the U.S. Department of Housing and Urban Development (hereinafter referred to as the HUD Recovery Team), by Resolution No. 4604, adopted on March 8, 1996; and

WHEREAS, the SFHA had no attorneys licensed to practice law in California on its payroll in July of 1996; and

WHEREAS, the HUD Recovery Team subcontracted management and control of the SFHA to that certain private entity called CVR Associates; and,

WHEREAS, CVR Associates had no attorneys licensed to practice law in the State of California on its payroll; and

WHEREAS, the SFHA cannot function without legal counsel ; and

WHEREAS, during the period between July 1, 1996 and the present SFHA has utilized the services of the Office of the City Attorney; and

WHEREAS, the Office of the City Attorney continues to serve as legal counsel for the SFHA on certain matters; and

WHEREAS, it is not in the best interest of the SFHA to substitute counsel on those certain matters pending and presently assigned to the Office of the City Attorney; and

WHEREAS, the SFHA wishes to ratify payment to the Office of the City Attorney for legal services rendered to the SFHA as evidenced by the appropriate invoices; and

WHEREAS, the cost of the legal services provided to the SFHA by the Office of the City Attorney through June 30, 1997 does not exceed $328,825.72; and

WHEREAS, the estimated cost of legal services provided to the SFHA by the Office of the City Attorney between July 1, 1997 and September 30, 1998 should not exceed $250,000.00; and

WHEREAS, the funding for these services is available through The Low Income Operating Program, HOPE VI Grant Funds, Section 8 Funding and Comp Grant Funds;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO: THAT:

1. The Commission hereby ratifies and approves payment to the Office of the City Attorney in an amount not to exceed $328,825.72 for the period of July 1, 1996 through June 30, 1997.

2. The Commission hereby authorizes the Executive Director to make payment to the Office of the City Attorney through the remaining fiscal year ending, September 30, 1998, for any amount not to exceed $250,000.00.

APPROVED AS TO FORM AND LEGALITY:

Patrick O'Donahue
Assistant General Counsel

033198
Date

SAN FRANCISCO HOUSING AUTHORITY

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DATE: April 1, 1998

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, EXECUTIVE DIRECTOR

SUBJECT: **RESOLUTION TO APPROVE THE ATTACHED CONTRACT BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND SAAGAN MOVING AND STORAGE COMPANY FOR AN AMOUNT NOT TO EXCEED $56,763.80, SAID CONTRACT TO BEGIN 24 HOURS AFTER THE DATE OF THE SIGNING OF THIS RESOLUTION AND EXPIRING TWO YEARS FROM THAT DATE.**

A Request for Proposals for moving and storage services for the San Francisco Housing Authority was issued and from the responding applications, Saagan Moving and Storage Company was chosen as one of the two companies most qualified to perform the work Therefore, I respectfully request that the Commission approve the attached Resolution and the Contract with Saagan Moving and Storage Company which is attached thereto.

I strongly recommend the adoption of the attached resolution.

Material prepared by: Sterrett J. Brandt

RESOLUTION NO. 4657
DATE ADOPTED: 4/9/98

RESOLUTION TO APPROVE THE ATTACHED CONTRACT FOR MOVING AND STORAGE SERVICES BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND SAAGAN MOVING AND STORAGE COMPANY FOR AN AMOUNT NOT TO EXCEED $56,763.80, SAID CONTRACT TO BEGIN AT THE PASSAGE OF THIS RESOLUTION AND TO EXPIRE TWO YEARS FROM THAT DATE.

WHEREAS, the SFHA is required by law to provide moving and storage services when evicting a resident; and

WHEREAS, the San Francisco Housing Authority ("SFHA") issued a Request for Proposals to obtain bids, in full and open competition, for moving and storage services to facilitate the evictions that are prosecuted by the SFHA's Office of General Counsel; and

WHEREAS, the SFHA evaluated the proposals received in accordance with the criteria published in the Request for Proposals, and based on the scores tabulated, it was determined that Saagan Moving and Storage Company could provide the required services in a manner that is advantageous to the SFHA, after consideration of cost and other considerations; and

WHEREAS, in accordance with the procurement regulations under 24 CFR 85.36, the award of the contract should be made to Saagan Moving and Storage Company; and

WHEREAS, the attached contract has been negotiated between SFHA and Saagan Moving and Storage Company; and

WHEREAS, the attached contract provides for moving and storage services to be provided by Saagan Moving and Storage Company to SFHA for the period between the passage of this Resolution and two years from that date for an amount not to exceed $56,763.80; and

WHEREAS, the funding for this service is available from the Low Income Operating Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to execute a two year contract with Saagan Moving and Storage Company to provide moving an storage services to the San Francisco Housing Authority for payment in an amount not to exceed $56,763.80.

Material prepared by: Sterrett J. Brandt

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Patrick O'Donahue
Assistant General Counsel

040198
Date

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

PROFESSIONAL SERVICES CONTRACT
CONTRACT NO. 98018

THIS CONTRACT is entered into in the City and County of San Francisco, State of California, by and between the Housing Authority of the City and County of San Francisco, hereinafter referred to as the "HA", and Saagan Moving & Storage, Company, Inc., a business operating in the State of California, hereinafter referred to as the "Contractor".

WITNESSETH THAT:

WHEREAS, the HA wishes to contract for moving and storage services for the personal property of resident left in HA housing units, including, but not limited to, abandoned housing units and those vacated through eviction, on an as-needed basis; and

WHEREAS, the Contractor represents itself able to perform the services required hereunder, and the HA finds that said Contractor is so qualified;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

1.1 The Contractor will supply all equipment, personnel, vehicle, materials, and insurance coverage required to safely remove, safely transport, and to safely store the personal property of residents from specified HA housing units, as directed by the HA Legal Department, and at the rates for materials and labor agreed upon.

1.2 Contractor shall be notified each Monday by 4:30 p.m. prior to the eviction and/or removal to be serviced. The HA reserves the right to change or amend such notification as circumstances may warrant. If the Contractor is notified of the changes or amendments occur prior to the dispatch of movers by the Contractor, the HA shall incur no charges. The Contractor shall perform eviction moves on the date scheduled unless the HA reschedules or approves the moves for a later date.

1.3 The Contractor shall gain access to the specified HA housing units through the Property Manager's office for each location being serviced. Once inside the specified unit the Contractor shall pack all personal property of the resident, except those items to be excluded by mutual agreement between Contractor and the HA agent then present, in a manner that meets current moving industry customs and standards for packing and transportation of personal goods. Packing will be consolidated with loading charges. Packing material charges will be billed as per actual materials used on each job.

1.4 Contractor agrees to acquire and maintain communication devices that will facilitate communications with HA staff in a timely manner. A timely manner, for the purposes of this contract shall mean that within 30 minutes after a call has been placed to the Contractor a return call shall be made to the HA.

1.5 For non-eviction moves, the Contractor will be notified by the HA one day prior to the move with information regarding the location of the abandon unit.

1.6 **All moves are expected to be completed in four hours or less, but in any case shall not exceed five hours duration per move. The movers shall employ no more than two movers unless packing is involved, in which case one packer may be added to the moving crew. If the Contractor expects the move to take longer than four hours, then the HA must be contacted for approval of the additional time requirements, or the use of additional helper.**

1.7 Prior to removal of personal property from the unit, the Contractor shall have the Property Manager and/or a resident over the age of twenty-one years named on the unit's lease sign for acknowledgment and acceptance of the inventory record. In those situations involving evictions or abandoned units wherein the resident is unavailable for signature, the Property Manager shall sign the inventory record. All items on the inventory record must be clearly identified and quantified. A properly signed inventory record is required for billing purposes.

1.8 The Contractor shall determine if the property to be stored requires quarantine, If so, the reasons for such action must be stated to the Property Manager and accepted in writing by him or her. Storage charges are to be determined on a case by case basis by the lesser of a set fee or volume (cubic feet) in accordance with the rate schedule.

1.9 The Contractor is required to store all personal property moved on behalf of the HA at a secured and acceptable warehouse facility. The Contractor shall store said personal property as Storage-in-Transit for a period of not less than 30 days or as required by State law, whichever is greater. The HA agrees to compensate the Contractor for the first 30 days of storage fees and all warehouse labor charges associated therewith and in accordance with the rate schedule. The HA may be charged for any additional storage fees accumulated as a result of its written request for additional storage time. The resident maintaining legal ownership of the personal property is responsible for any additional charges incurred in excess of the first 30 days of storage at the same rates established for the HA.

1.10 The Contractor shall be entitled to compensation for scheduled moves that do not occur in certain situations. The compensation shall be a standby charge assessed against the HA pursuant to the rate schedule. Standby charges may be assessed in those instances whereby the HA schedules a move and cancels after the agreed upon time of 8:30 a.m. The HA will not be assessed charges if moves are canceled prior to 8:30 a.m. Nor will charges be assessed if a schedule move does not occur due to failure of the Contractor to perform its duties regardless of when the services were canceled by the HA. Said failure may include, but not be limited to a truck breakdown, failure to arrive at the required location, or any other condition that the Contractor may reasonably be expected to have control over.

1.11 Invoices submitted for payment by the Contractor shall be billed separately according the tenants name and unit address, and in accordance with the rates established in the rate schedule. All work performed by the Contractor shall be itemized on the billing statement or invoice including all charges for materials and labor. The Contractor shall attach a copy of all relevant supporting documentation to the invoice. Said documentation shall include signed inventory records, warehouse receipts, and storage space volume by cubit foot, if applicable.

2. TIME OF PERFORMANCE

2.1 The performance period for the required services shall begin April 1, 1998 and shall terminate on March 31, 1999. The HA may, at its sole discretion, extend the period of performance for an addition year after the termination date of this contract, but in any case may not exceed two years from the commencement date.

2.2 The HA may, at its discretion, terminate this Contract as provided for in this document. In the event of any such termination, the Contractor shall not be entitled to compensation for any services performed beyond the effective date of such termination.

2.3 The HA may not extend this contract if the services are required beyond the termination date established in paragraph 2.1. Similarly, this contract and any such extensions may not exceed two years from the date of commencement of this agreement without prior HUD approval.

2.4 The Contractor agrees to devote as much time as shall be deemed necessary for carrying out functions and responsibilities set forth above in a professional and diligent manner.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation shall be paid to the Contractor thirty (30) days after receipt and approval, by the HA, of invoices delineating the work actually completed, provided that submitted invoices are properly document.

3.2 The Contractor shall be paid at the rates agreed upon, pursuant to Exhibit A attached hereto, for all work performed and authorized by, and on behalf of, the HA. Total compensation under this contract shall not exceed $56,500.00, during fiscal year 1997/98, except as provided for in approved amendments to this contract. Compensation for Fiscal Year 1998/99 will be determined prior to the beginning of October 1, 1998. The Contractor will be notified of the "Not to Exceed Amount" should the HA determine to extend this contract for the next fiscal year.

3.3 No expenditures shall be made that are contrary to the allowable cost pursuant to 48 CFR, Subpart 31.2, entitled "Contracts with Commercial Organizations", and OMB Circular A-122, entitled "Cost Principles for Nonprofit Organizations", as applicable. All expenditures made in violation of this provision, and paid for by the HA shall be reimbursed by the Contractor upon receipt of written demand thereof.

3.4 All invoices shall refer to the contract number indicated on this document and referenced purchase order and be addressed as follows:

San Francisco Housing Authority
Attn: Legal Department
440 Turk Street
San Francisco, CA 94102

3.5 In no event shall the HA be liable for interest or late charges for any late payments.

4. ASSIGNMENT OF CONTRACT

4.1 The Contractor shall not assign this contract, or any part thereof, without prior express written consent of the HA.

5. TERMS AND CONDITIONS

5.1 Contractor shall comply with the Copeland "Anti-Kickback Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Contractor shall report all suspected or reportable violations to the HA.

5.2 The provisions of the HA's Annual Contributions Contract (ACC), Section 515, Interest of Members, Officers, or Employees of Local Authority, Members of Local Governing Body, or Other Public Officials, and Section 517, Interest of Member of or Delegate to Congress, are incorporated herein, and by reference, made a part of this document.

5.3 The Contractor shall comply with Executive order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, disability, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, religion, age, sex, sexual orientation, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, disability, or national origin. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial or raw materials.

5.4 The Contractor warrants that it has not employed any person to solicit or secure this contract upon agreement for a commission, percentage, brokerage or contingency fee. Breach of this warranty shall give the HA the right to terminate this contract, or at its discretion, deduct from the Contractor's fee the amount of such commission, percentage, brokerage or contingency fee.

5.5 Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on HA premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents, or assigns, shall be deemed a material breach of contract.

5.6 Contractor agrees to comply fully with all provisions of Chapters 12B and 12D of the San Francisco Administrative Code, Equal Opportunity Employment and Business Practices, as amended from time to time. Said provisions are incorporated herein by reference and made a part of this contract as though fully set forth, and shall be enforceable to the extent permissible in accordance with federal regulations.

Pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of fifty dollars ($50.00) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this contract, may be deducted from payments due to Contractor.

5.7 This contract is subject to and incorporates, by reference herein, the provisions of the Contract Work Hours and Safety Standards Act, Sections 103 and 107 (40 USC 327-330), as supplemented by Department of Labor Regulations (29 CFR, Part 5). Contractor hereby declares that it is in compliance with said provisions.

5.8 This contract is subject to and incorporates, by reference herein, all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor hereby declares that it is in compliance with said requirements and standards.

5.9 In accordance with California state law, the following statement is incorporated herein by this reference:

CALIFORNIA CONTRACTOR LICENSING LAW

Contractors are required, by law, to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar of Contractors, whose address is:

Department of Consumer Affairs
Contractor's State License Board
3132 Bradshaw Road
Sacramento, CA 95827

5.10 Contractor agrees to comply with Chapter 1, Part 7, Division 2, Section 1777.5, et seq., of the California Code, that requires subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one apprentice for each five journeymen (unless an exception is granted). Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations.

5.11 Contractor agrees to comply with the Service Contracts Act and/or Davis-Bacon Act (40 USC 276a to a-7), as supplemented by Department of Labor Regulations (29 CFR, part 5), as applicable.

6. INDEPENDENT CONTRACTOR

6.1 Contractor hereby declares that it is engaged as an independent business and agrees to perform said services as an independent contractor and not as the agent or employee of the HA. The Contractor has and hereby retains the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting it in the performance of the services in this contract. The Contractor agrees to be solely responsible for all matters relating to payment of employees, including compliance with Social Security withholdings and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the life of this contract.

7. INSURANCE

7.1 The Contractor shall maintain, in full force and effect during the entire contract term, comprehensive general liability (including owned and not-owned automobile liability) insurance in the minimum limits set forth and in a solvent company or companies, and under the usual terms employed by casualty companies in California, naming the HA and its respective members, officers, agents, and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death, and/or property damage arising in any manner from Contractor's performance of this contract with the HA, or the nature of the services provided, or any operations under or connected with this contract with the HA.

The minimum limits required are as follows:

Worker's Compensation
State of California statutory amount

Comprehensive General Liability Insurance
$1,000,000.00, each occurrence combined single limit for bodily injury and property damage

Comprehensive Automobile Liability Insurance
$1,000,000.00, each occurrence combined single limit for bodily injury and property damage

The Housing Authority may require the Contractor to provide additional amounts or forms of insurance following execution of this contract, if the Housing Authority deems it advisable to do so.

7.2 The Contractor shall furnish to the HA evidence of all insurance and bonds required by the contract either by policy, or policy endorsement, upon commencement of this contract. Such policy or endorsement shall provide that at least thirty (30) days prior written notice shall be given the HA before such insurance expires, is canceled, or coverage is reduced in any material manner. Evidence of insurance shall be mailed to:

SAN FRANCISCO HOUSING AUTHORITY
440 TURK STREET
SAN FRANCISCO, CA 94102
ATTN: CONTRACTS MANAGEMENT

7.3 The HA does not recognize insurance provided under a claims-made policy as acceptable protection, and may reject as nonresponsive and a breach of contract any coverage so provided.

7.4 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

7.5 Approval of the insurance by the HA shall not relieve or decrease the liability of the Contractor hereunder. **THE HA MAY TERMINATE THIS CONTRACT IMMEDIATELY, AND WITHOUT NOTICE TO CONTRACTOR, UPON ANY LAPSE OF REQUIRED INSURANCE COVERAGE.**

7.6 The HA may assist in the procurement of the required insurance as needed.

8. RECORDS

8.1 Records shall be established and maintained in accordance with requirements prescribed by the Department of Housing and Urban Development (HUD) or the HA with respect to all matters covered by this contract. All records shall be maintained for a period of three years after final payment by the HA has been made for services rendered under this contract, and all other pending matters related hereto have been closed.

8.2 All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing, in proper detail, the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole, or in part, to this contract, shall be readily accessible.

8.3 At such time, and in such form as HUD or the HA may require, there shall be furnished to HUD, or the HA, such statements, records, reports, data, and information as HUD or the HA may request pertaining to matters covered by this contract.

9. AUDITS AND INSPECTIONS

9.1 At any time during normal business hours, and as often as the HA or HUD may deem necessary, there shall be made available, to the HA or HUD for examination, all records with respect to all matters covered by this contract, and the Contractor will permit the HA or HUD to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

10. ADMINISTRATIVE REMEDY FOR CONTRACT INTERPRETATION

10.1 Should any question arise as to the meaning and intent of the contract, the matter shall, prior to any other action or legal remedy, be referred to the Executive Director, or designee, who shall decide the true meaning and intent of the Agreement.

11. CERTIFICATION OF FUNDS

11.1 This contract is subject to the budget and fiscal provisions of the HA.

11.2 Charges will accrue only after prior written authorization, certified by the HA's Procurement Services Department, is obtained by Contractor. No amount of the HA's obligation hereunder shall, at any time, exceed the amount certified for the purpose and period stated in such advanced authorization.

11.3 This contract will terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate, without penalty, at the end of the term for which funds are appropriated, or when the funds allocated are exhausted, whichever occurs first.

11.4 This section prevails against any and all other provisions of this contract.

12. DISALLOWANCE

12.1 In the event the Contractor claims or receives payment, from the HA, for the services, reimbursement for which is later disallowed by the HA, or the State of California, or HUD, the Contractor shall promptly refund the disallowed amount to the HA upon request. At its option, the HA may offset the amount disallowed from any payment due, or to become due, to the Contractor under this contract or any other contract with the HA.

13. BANKRUPTCY

13.1 In the event that either party shall cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or shall avail itself of or become subject to any proceeding under the Federal Bankruptcy Act, or any other statute of any state relating to insolvency or the protection of the rights of creditors, then at the option of the other party, this contract shall terminate and be of no further force and effect, and any property or rights of the other party, tangible or intangible, shall forthwith be returned to it.

14. TERMINATION FOR CAUSE

14.1 It is expressly understood and agreed that in the event the Contractor or the HA fails to perform its obligations under this contract, this contract shall be terminated for cause and, in addition to any other remedy available to either party, all of the Contractor's and HA's rights hereunder shall be ended. Such termination for cause shall be effective immediately upon receipt of written notice. No new work shall be undertaken after receipt of the notice. In the event of written notice of termination from the HA to the Contractor, the Contractor shall be paid for its services under the contract which have been performed to the satisfaction of the HA up to the date of termination. Such termination shall not waive any other legal remedies available to the Contractor or the HA.

14.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the HA for damages sustained by the HA by virtue of any breach of the contract by the Contractor, and the HA may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damage due the HA from the Contractor is determined.

15. TERMINATION FOR CONVENIENCE

15.1 The HA may elect to terminate this Agreement at any time on at least ten (10) working days written notice to the Contractor. From and after the effective date of such termination by the HA, the Contractor shall cease all work on the project.

15.2 Termination of this Agreement shall not relieve either party from any obligations arising before the effective date of termination, including, but not limited to, Contractor's obligation respecting protection of confidential information.

15.3 If the contract is terminated by the HA as provided herein, the HA shall be liable to the Contractor for reasonable and proper costs resulting from such termination, which costs shall be paid to the Contractor within 60 days of receipt by the HA of a properly presented claim in accordance with Section 3 of this Agreement, entitled Compensation and Method of Payment.

15.4 Any dispute with regard to this Section are expressly made subject to the provisions of the Administrative Remedy for Contract Interpretation section of the contract.

16. CONTRACTOR'S DEFAULT

16.1 Failure or refusal of the Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the HA, it may terminate this contract. Such termination shall not waive any other legal remedies available to the HA.

17. LIQUIDATED DAMAGES

17.1 By entering into this Agreement, Contractor agrees that in the event the services, as provided under Section 1 herein, are not performed, or are delayed in implementation beyond the scheduled milestones and time lines established in this Agreement, or are prematurely terminated for cause by the HA, the HA will suffer actual damages that will be impracticable or extremely difficult to determine; further, the Contractor agrees that the sum of five hundred dollars ($500.00) per day for each day of non-performance or delay beyond scheduled milestones and time lines, or premature termination for cause, is not a penalty, but a reasonable estimate of the loss that the HA would incur based on the non-performance, or delay, or premature termination established in light of the circumstances existing at the time the contract is awarded. The HA may deduct a sum representing the liquidated damages from any money due to the Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by the HA because of failure to deliver services to the HA within the time fixed or such extension of time permitted, in writing, by the HA, or due to failure to comply with the terms, conditions, and other covenants of the contract.

17.2 In the event Contractor fails to comply, in good faith, with any of the provisions of Chapter 12D, of the San Francisco Administrative Code, Contractor shall be liable for liquidated damages for each violation in an amount equal to five hundred dollars ($500.00). Contractor agrees and acknowledges that the liquidated damages assessed shall be payable to the HA upon demand, and any amounts owed to the HA may be offset against any monies due to the Contractor, pursuant to this or any contract with the HA. In lieu of liquidated damages for failure to comply, in good faith, with any of the provisions of Chapter 12D, of the San Francisco Administrative Code, the HA may cancel this contract.

18. INSPECTIONS AND ACCEPTANCE

18.1 Neither the HA's acceptance of, nor its failure to inspect Contractor's work, nor payment thereof, shall relieve Contractor from any of its liabilities under this contract.

19. APPLICABLE LAW

19.1 This contract shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of California. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

20. RESIDENT HIRING

20.1 To the maximum extent possible, the Contractor agrees to actively recruit, hire, and train residents of public housing for position vacancies within its organization in accordance with the HA's Resident Hiring Program. The HA will maintain a list of potential employees residing in public housing, identifying them by name, address, and qualifications. The list shall be made available to the Contractor within ten (10) days, upon receipt of a written request from Contractor for such information.

20.2 The Contractor further agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, and codified under 24 CFR, Part 135, by making a good faith effort to use residents as trainees and employees, and to subcontract with businesses in Section 3 designated project areas to the extent said contract is conducive to subcontracting work.

21. INDEMNITY

21.1 Contractor hereby agrees and undertakes to indemnify, defend, and hold harmless the HA, its officers, agents, and employees against all claims, liability, damages, costs, and expenses, including attorneys' fees, arising out of, or resulting from, the performance of the Contractor's work, whether that work is completed or ongoing when the injury is sustained, or the claim is made, provided that any such claim, liability, damages, costs, fees, or expenses are:

1. Attributable to the bodily injury, sickness, disease, or death of any person, or to the destruction or damage of any tangible property, including the loss of use resulting therefrom; and

2. Caused, or claimed to be caused, in whole or in part, by the negligent act or omission of the Contractor or its employees, or anyone for whose acts the Contractor may be liable.

22. INTEREST OF CONTRACTOR

22.1 The Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, in the project as described above, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed by it.

23. PROTECTION OF CONFIDENTIAL INFORMATION

23.1 All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this contract are confidential. The Contractor agrees that it shall not be made available to any third party at any time during the term of this project or thereafter, or to use it for any purpose other than performing its obligations hereunder, without the prior written approval of the HA.

24. ROYALTIES AND PATENTS

24.1 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights, and shall save the HA harmless from loss on account thereof, except that the HA shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or the product specified is an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information to the HA.

25. WARRANTY OF TITLE

25.1 The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens, or charges, and agrees further that neither it nor any other person, firm, or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

26. VOID PROVISIONS

26.1 In the event that any provisions of this contract are held to be void as a matter of law, the other provisions of this contract will continue to be binding upon the parties as drafted.

27. AMENDMENTS

27.1 The HA may, from time to time, request changes in the scope of services to be performed herein by the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the HA and Contractor, shall be incorporated in written amendments to this contract.

28. TAXES

28.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor.

29. PROJECT MANAGEMENT AND PERSONNEL

29.1 The HA and the Contractor have designated the individuals named below to serve as Contract Monitor and Project Manager, respectively, for purposes of implementation of this Agreement:

For the HA: Mrs. Deborah Burl-Scott

For the Contractor: Mr. Guillermo A. Saavedra, Mr. David R. Saavedra

Each person designated above shall have authority to direct, on behalf of the party designating such individual, the program which is the subject of this Agreement. Each such Contract Monitor/Project Manager shall be deemed authorized to execute, grant, or provide all approvals, waivers, requests, notices, and other communications required under this Agreement or requested by the other party, except for changes in the compensation and method of payment, and approvals for a reduction in services not authorized by this Agreement; and provided that any amendment of this Agreement must be in writing and signed by the individuals who have executed this Agreement, or their successors. Each party shall direct, in the first instance, all communications respecting performance of this Agreement to the other party as designated above.

29.2 At least once every month during the performance of this Agreement, the HA's Contract Monitor and the Contractor's Project Manager, as well as, appropriate additional personnel involved in the tasks underway, shall meet at a location designated by the HA to discuss the progress of the program.

At each such meeting, the Contractor shall provide the HA with a written status report that shall include any problems encountered or anticipated by the Contractor, including without limitation, any failure by the HA to perform, or any delay or inadequacy of the HA in performing any of its responsibility hereunder, which may prevent or delay the Contractor's performance of its obligations under this Agreement. Contractor shall also provide updated logs, monthly expenditure reports with appropriate supporting documentation, summaries of activities and accomplishments, briefing papers, affirmative action goals and achievements, or any other information requested by the HA's Contract Monitor in accordance with the reporting requirements and performance standards established in this contract.

29.3 Contractor agrees that its key personnel assigned to this project shall be as stipulated in the Attachment hereto. Contractor further agrees not to reassign any of said individuals or remove them from the program without notice to the HA's Contract Monitor and consent thereof to such reassignment or removal.

30. ENTIRE AGREEMENT

30.1 This Contract represents the full and final understanding between the parties, and supersedes any and all previous understandings, commitments, or agreements, oral or written, pertaining to the performance of the services described above. No modifications to the contract may be made without the consent, in writing, of the parties hereto.

IN WITNESS WHEREOF, and in accordance with the laws of the State of California, the parties hereto have caused this instrument to be executed in four (4) original counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

SAAGAN Moving & Storage Company, Inc. 5501 Third Street San Francisco, CA 94124 (415) 822-2700	HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO 440 Turk Street San Francisco, CA 94102
_____ Signature	_____ Ronnie Davis Executive Director
_____ Name	_____
_____ Title	APPROVED AS TO FORM:
_____ Date	_____ Legal Counsel
_____ Federal I.D. Number (EIN)	_____ Date

vb.wp/contract

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

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DATE: April 1, 1998

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, EXECUTIVE DIRECTOR

SUBJECT: **RESOLUTION TO APPROVE THE ATTACHED CONTRACT BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND CHARLIE WALKER TRUCKING, INC. / F.G.N.E. TRUCKING FOR AN AMOUNT NOT TO EXCEED $56,763.80, SAID CONTRACT TO BEGIN 24 HOURS AFTER THE DATE OF THE SIGNING OF THIS RESOLUTION AND EXPIRING TWO YEARS FROM THAT DATE.**

A Request for Proposals for moving and storage services for the San Francisco Housing Authority was issued and from the responding applications, Charlie Walker Trucking, Inc. / F.G.N.E. Trucking was chosen as one of the two companies most qualified to perform the work Therefore, I respectfully request that the Commission approve the attached Resolution and the Contract Charlie Walker Trucking, Inc. / F.G.N.E. Trucking which is attached thereto.

I strongly recommend the adoption of the attached resolution.

Material prepared by: Sterrett J. Brandt

RESOLUTION NO. 4658
DATE ADOPTED: 4/9/98

RESOLUTION TO APPROVE THE ATTACHED CONTRACT FOR MOVING AND STORAGE SERVICES BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND CHARLIE WALKER TRUCKING, INC. / F.G.N.E. TRUCKING FOR AN AMOUNT NOT TO EXCEED $56,763.80, SAID CONTRACT TO BEGIN AT THE PASSAGE OF THIS RESOLUTION AND TO EXPIRE TWO YEARS FROM THAT DATE.

WHEREAS, the SFHA is required by law to provide moving and storage services when evicting a resident; and

WHEREAS, the San Francisco Housing Authority ("SFHA") issued a Request for Proposals to obtain bids, in full and open competition, for moving and storage services to facilitate the evictions that are prosecuted by the SFHA's Office of General Counsel; and

WHEREAS, the SFHA evaluated the proposals received in accordance with the criteria published in the Request for Proposals, and based on the scores tabulated, it was determined that Charlie Walker Trucking, Inc. / F.G.N.E. Trucking could provide the required services in a manner that is advantageous to the SFHA, after consideration of cost and other considerations; and

WHEREAS, in accordance with the procurement regulations under 24 CFR 85.36, the award of the contract should be made Charlie Walker Trucking, Inc. / F.G.N.E. Trucking; and

WHEREAS, the attached contract has been negotiated between SFHA Charlie Walker Trucking, Inc. / F.G.N.E. Trucking; and

WHEREAS, the attached contract provides for moving and storage services to be provided by Charlie Walker Trucking, Inc. / F.G.N.E. Trucking to SFHA for the period between the passage of this Resolution and two years from that date for an amount not to exceed $56,763.80; and

WHEREAS, the funding for this service is available from the Low Income Operating Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to execute a two year contract with Charlie Walker Trucking, Inc. / F.G.N.E. Trucking to provide moving an storage services

to the San Francisco Housing Authority for payment in an amount not to exceed $56,763.80.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Patrick O'Donahue
Assistant General Counsel

040198
Date

Material prepared by: Sterrett J. Brandt

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

PROFESSIONAL SERVICES CONTRACT
CONTRACT NO. 98017

THIS CONTRACT is entered into in the City and County of San Francisco, State of California, by and between the Housing Authority of the City and County of San Francisco, hereinafter referred to as the "HA", and Charlie Walker Trucking, Inc./F.G.N.E. Trucking, Inc., a business operating in the State of California, hereinafter referred to as the "Contractor".

WITNESSETH THAT:

WHEREAS, the HA wishes to contract for moving and storage services for the personal property of resident left in HA housing units, including, but not limited to, abandoned housing units and those vacated through eviction, on an as-needed basis; and

WHEREAS, the Contractor represents itself able to perform the services required hereunder, and the HA finds that said Contractor is so qualified;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

1.1 The Contractor will supply all equipment, personnel, vehicle, materials, and insurance coverage required to safely remove, safely transport, and to safely store the personal property of residents from specified HA housing units, as directed by the HA Legal Department, and at the rates for materials and labor agreed upon.

1.2 Contractor shall be notified each Monday by 4:30 p.m. prior to the eviction and/or removal to be serviced. The HA reserves the right to change or amend such notification as circumstances may warrant. If the Contractor is notified of the changes or amendments occur prior to the dispatch of movers by the Contractor, the HA shall incur no charges. The Contractor shall perform eviction moves on the date scheduled unless the HA reschedules or approves the moves for a later date.

1.3 The Contractor shall gain access to the specified HA housing units through the Property Manager's office for each location being serviced. Once inside the specified unit the Contractor shall pack all personal property of the resident, except those items to be excluded by mutual agreement between Contractor and the HA agent then present, in a manner that meets current moving industry customs and standards for packing and transportation of personal goods. Packing will be consolidated with loading charges. Packing material charges will be billed as per actual materials used on each job.

1.4 Contractor agrees to acquire and maintain communication devices that will facilitate communications with HA staff in a timely manner. A timely manner, for the purposes of this contract shall mean that within 30 minutes after a call has been placed to the Contractor a return call shall be made to the HA.

1.5 For non-eviction moves, the Contractor will be notified by the HA one day prior to the move with information regarding the location of the abandon unit.

1.6 **All moves are expected to be completed in four hours or less, but in any case shall not exceed five hours duration per move. The movers shall employ no more than two movers unless packing is involved, in which case one packer may be added to the moving crew. If the Contractor expects the move to take longer than four hours, then the HA must be contacted for approval of the additional time requirements, or the use of additional helper.**

1.7 Prior to removal of personal property from the unit, the Contractor shall have the Property Manager and/or a resident over the age of twenty-one years named on the unit's lease sign for acknowledgment and acceptance of the inventory record. In those situations involving evictions or abandoned units wherein the resident is unavailable for signature, the Property Manager shall sign the inventory record. All items on the inventory record must be clearly identified and quantified. A properly signed inventory record is required for billing purposes.

1.8 The Contractor shall determine if the property to be stored requires quarantine, If so, the reasons for such action must be stated to the Property Manager and accepted in writing by him or her. Storage charges are to be determined on a case by case basis by the lesser of a set fee or volume (cubic feet) in accordance with the rate schedule.

1.9 The Contractor is required to store all personal property moved on behalf of the HA at a secured and acceptable warehouse facility. The Contractor shall store said personal property as Storage-in-Transit for a period of not less than 30 days or as required by State law, whichever is greater. The HA agrees to compensate the Contractor for the first 30 days of storage fees and all warehouse labor charges associated therewith and in accordance with the rate schedule. The HA may be charged for any additional storage fees accumulated as a result of its written request for additional storage time. The resident maintaining legal ownership of the personal property is responsible for any additional charges incurred in excess of the first 30 days of storage at the same rates established for the HA.

1.10 The Contractor shall be entitled to compensation for scheduled moves that do not occur in certain situations. The compensation shall be a standby charge assessed against the HA pursuant to the rate schedule. Standby charges may be assessed in those instances whereby the HA schedules a move and cancels after the agreed upon time of 8:30 a.m. The HA will not be assessed charges if moves are canceled prior to 8:30 a.m. Nor will charges be assessed if a schedule move does not occur due to failure of the Contractor to perform its duties regardless of when the services were canceled by the HA. Said failure may include, but not be limited to a truck breakdown, failure to arrive at the required location, or any other condition that the Contractor may reasonably be expected to have control over.

1.11 Invoices submitted for payment by the Contractor shall be billed separately according the tenants name and unit address, and in accordance with the rates established in the rate schedule. All work performed by the Contractor shall be itemized on the billing statement or invoice including all charges for materials and labor. The Contractor shall attach a copy of all relevant supporting documentation to the invoice. Said documentation shall include signed inventory records, warehouse receipts, and storage space volume by cubit foot, if applicable.

2. TIME OF PERFORMANCE

2.1 The performance period for the required services shall begin April 1, 1998 and shall terminate on March 31, 1999. The HA may, at its sole discretion, extend the period of performance for an addition year after the termination date of this contract, but in any case may not exceed two years from the commencement date.

2.2 The HA may, at its discretion, terminate this Contract as provided for in this document. In the event of any such termination, the Contractor shall not be entitled to compensation for any services performed beyond the effective date of such termination.

2.3 The HA may not extend this contract if the services are required beyond the termination date established in paragraph 2.1. Similarly, this contract and any such extensions may not exceed two years from the date of commencement of this agreement without prior HUD approval.

2.4 The Contractor agrees to devote as much time as shall be deemed necessary for carrying out functions and responsibilities set forth above in a professional and diligent manner.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation shall be paid to the Contractor thirty (30) days after receipt and approval, by the HA, of invoices delineating the work actually completed, provided that submitted invoices are properly document.

3.2 The Contractor shall be paid at the rates agreed upon, pursuant to Exhibit A attached hereto, for all work performed and authorized by, and on behalf of, the HA. Total compensation under this contract shall not exceed $56,500.00, during fiscal year 1997/98, except as provided for in approved amendments to this contract. Compensation for Fiscal Year 1998/99 will be determined prior to the beginning of October 1, 1998. The Contractor will be notified of the "Not to Exceed Amount" should the HA determine to extend this contract for the next fiscal year.

3.3 No expenditures shall be made that are contrary to the allowable cost pursuant to 48 CFR, Subpart 31.2, entitled "Contracts with Commercial Organizations", and OMB Circular A-122, entitled "Cost Principles for Nonprofit Organizations", as applicable. All expenditures made in violation of this provision, and paid for by the HA shall be reimbursed by the Contractor upon receipt of written demand thereof.

3.4 All invoices shall refer to the contract number indicated on this document and referenced purchase order and be addressed as follows:

San Francisco Housing Authority
Attn: Legal Department
440 Turk Street
San Francisco, CA 94102

3.5 In no event shall the HA be liable for interest or late charges for any late payments.

4. ASSIGNMENT OF CONTRACT

4.1 The Contractor shall not assign this contract, or any part thereof, without prior express written consent of the HA.

5. TERMS AND CONDITIONS

5.1 Contractor shall comply with the Copeland "Anti-Kickback Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Contractor shall report all suspected or reportable violations to the HA.

5.2 The provisions of the HA's Annual Contributions Contract (ACC), Section 515, Interest of Members, Officers, or Employees of Local Authority, Members of Local Governing Body, or Other Public Officials, and Section 517, Interest of Member of or Delegate to Congress, are incorporated herein, and by reference, made a part of this document.

5.3 The Contractor shall comply with Executive order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, disability, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, religion, age, sex, sexual orientation, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, disability, or national origin. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial or raw materials.

5.4 The Contractor warrants that it has not employed any person to solicit or secure this contract upon agreement for a commission, percentage, brokerage or contingency fee. Breach of this warranty shall give the HA the right to terminate this contract, or at its discretion, deduct from the Contractor's fee the amount of such commission, percentage, brokerage or contingency fee.

5.5 Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on HA premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents, or assigns, shall be deemed a material breach of contract.

5.6 Contractor agrees to comply fully with all provisions of Chapters 12B and 12D of the San Francisco Administrative Code, Equal Opportunity Employment and Business Practices, as amended from time to time. Said provisions are incorporated herein by reference and made a part of this contract as though fully set forth, and shall be enforceable to the extent permissible in accordance with federal regulations.

Pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of fifty dollars ($50.00) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this contract, may be deducted from payments due to Contractor.

5.7 This contract is subject to and incorporates, by reference herein, the provisions of the Contract Work Hours and Safety Standards Act, Sections 103 and 107 (40 USC 327-330), as supplemented by Department of Labor Regulations (29 CFR, Part 5). Contractor hereby declares that it is in compliance with said provisions.

5.8 This contract is subject to and incorporates, by reference herein, all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor hereby declares that it is in compliance with said requirements and standards.

5.9 In accordance with California state law, the following statement is incorporated herein by this reference:

CALIFORNIA CONTRACTOR LICENSING LAW

Contractors are required, by law, to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar of Contractors, whose address is:

Department of Consumer Affairs
Contractor's State License Board
3132 Bradshaw Road
Sacramento, CA 95827

5.10 Contractor agrees to comply with Chapter 1, Part 7, Division 2, Section 1777.5, et seq., of the California Code, that requires subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one apprentice for each five journeymen (unless an exception is granted). Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations.

5.11 Contractor agrees to comply with the Service Contracts Act and/or Davis-Bacon Act (40 USC 276a to a-7), as supplemented by Department of Labor Regulations (29 CFR, part 5), as applicable.

6. INDEPENDENT CONTRACTOR

6.1 Contractor hereby declares that it is engaged as an independent business and agrees to perform said services as an independent contractor and not as the agent or employee of the HA. The Contractor has and hereby retains the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting it in the performance of the services in this contract. The Contractor agrees to be solely responsible for all matters relating to payment of employees, including compliance with Social Security withholdings and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the life of this contract.

7. INSURANCE

7.1 The Contractor shall maintain, in full force and effect during the entire contract term, comprehensive general liability (including owned and not-owned automobile liability) insurance in the minimum limits set forth and in a solvent company or companies, and under the usual terms employed by casualty companies in California, naming the HA and its respective members, officers, agents, and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death, and/or property damage arising in any manner from Contractor's performance of this contract with the HA, or the nature of the services provided, or any operations under or connected with this contract with the HA.

The minimum limits required are as follows:

Worker's Compensation
State of California statutory amount

Comprehensive General Liability Insurance
$1,000,000.00, each occurrence combined single limit for bodily injury and property damage

Comprehensive Automobile Liability Insurance
$1,000,000.00, each occurrence combined single limit for bodily injury and property damage

The Housing Authority may require the Contractor to provide additional amounts or forms of insurance following execution of this contract, if the Housing Authority deems it advisable to do so.

7.2 The Contractor shall furnish to the HA evidence of all insurance and bonds required by the contract either by policy, or policy endorsement, upon commencement of this contract. Such policy or endorsement shall provide that at least thirty (30) days prior written notice shall be given the HA before such insurance expires, is canceled, or coverage is reduced in any material manner. Evidence of insurance shall be mailed to:

SAN FRANCISCO HOUSING AUTHORITY
440 TURK STREET
SAN FRANCISCO, CA 94102
ATTN: CONTRACTS MANAGEMENT

7.3 The HA does not recognize insurance provided under a claims-made policy as acceptable protection, and may reject as nonresponsive and a breach of contract any coverage so provided.

7.4 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

7.5 Approval of the insurance by the HA shall not relieve or decrease the liability of the Contractor hereunder. **THE HA MAY TERMINATE THIS CONTRACT IMMEDIATELY, AND WITHOUT NOTICE TO CONTRACTOR, UPON ANY LAPSE OF REQUIRED INSURANCE COVERAGE.**

7.6 The HA may assist in the procurement of the required insurance as needed.

8. RECORDS

8.1 Records shall be established and maintained in accordance with requirements prescribed by the Department of Housing and Urban Development (HUD) or the HA with respect to all matters covered by this contract. All records shall be maintained for a period of three years after final payment by the HA has been made for services rendered under this contract, and all other pending matters related hereto have been closed.

8.2 All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing, in proper detail, the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole, or in part, to this contract, shall be readily accessible.

8.3 At such time, and in such form as HUD or the HA may require, there shall be furnished to HUD, or the HA, such statements, records, reports, data, and information as HUD or the HA may request pertaining to matters covered by this contract.

9. AUDITS AND INSPECTIONS

9.1 At any time during normal business hours, and as often as the HA or HUD may deem necessary, there shall be made available, to the HA or HUD for examination, all records with respect to all matters covered by this contract, and the Contractor will permit the HA or HUD to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

10. ADMINISTRATIVE REMEDY FOR CONTRACT INTERPRETATION

10.1 Should any question arise as to the meaning and intent of the contract, the matter shall, prior to any other action or legal remedy, be referred to the Executive Director, or designee, who shall decide the true meaning and intent of the Agreement.

11. CERTIFICATION OF FUNDS

11.1 This contract is subject to the budget and fiscal provisions of the HA.

11.2 Charges will accrue only after prior written authorization, certified by the HA's Procurement Services Department, is obtained by Contractor. No amount of the HA's obligation hereunder shall, at any time, exceed the amount certified for the purpose and period stated in such advanced authorization.

11.3 This contract will terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate, without penalty, at the end of the term for which funds are appropriated, or when the funds allocated are exhausted, whichever occurs first.

11.4 This section prevails against any and all other provisions of this contract.

12. DISALLOWANCE

12.1 In the event the Contractor claims or receives payment, from the HA, for the services, reimbursement for which is later disallowed by the HA, or the State of California, or HUD, the Contractor shall promptly refund the disallowed amount to the HA upon request. At its option, the HA may offset the amount disallowed from any payment due, or to become due, to the Contractor under this contract or any other contract with the HA.

13. BANKRUPTCY

13.1 In the event that either party shall cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or shall avail itself of or become subject to any proceeding under the Federal Bankruptcy Act, or any other statute of any state relating to insolvency or the protection of the rights of creditors, then at the option of the other party, this contract shall terminate and be of no further force and effect, and any property or rights of the other party, tangible or intangible, shall forthwith be returned to it.

14. TERMINATION FOR CAUSE

14.1 It is expressly understood and agreed that in the event the Contractor or the HA fails to perform its obligations under this contract, this contract shall be terminated for cause and, in addition to any other remedy available to either party, all of the Contractor's and HA's rights hereunder shall be ended. Such termination for cause shall be effective immediately upon receipt of written notice. No new work shall be undertaken after receipt of the notice. In the event of written notice of termination from the HA to the Contractor, the Contractor shall be paid for its services under the contract which have been performed to the satisfaction of the HA up to the date of termination. Such termination shall not waive any other legal remedies available to the Contractor or the HA.

14.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the HA for damages sustained by the HA by virtue of any breach of the contract by the Contractor, and the HA may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damage due the HA from the Contractor is determined.

15. TERMINATION FOR CONVENIENCE

15.1 The HA may elect to terminate this Agreement at any time on at least ten (10) working days written notice to the Contractor. From and after the effective date of such termination by the HA, the Contractor shall cease all work on the project.

15.2 Termination of this Agreement shall not relieve either party from any obligations arising before the effective date of termination, including, but not limited to, Contractor's obligation respecting protection of confidential information.

15.3 If the contract is terminated by the HA as provided herein, the HA shall be liable to the Contractor for reasonable and proper costs resulting from such termination, which costs shall be paid to the Contractor within 60 days of receipt by the HA of a properly presented claim in accordance with Section 3 of this Agreement, entitled Compensation and Method of Payment.

15.4 Any dispute with regard to this Section are expressly made subject to the provisions of the Administrative Remedy for Contract Interpretation section of the contract.

16. CONTRACTOR'S DEFAULT

16.1 Failure or refusal of the Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the HA, it may terminate this contract. Such termination shall not waive any other legal remedies available to the HA.

17. LIQUIDATED DAMAGES

17.1 By entering into this Agreement, Contractor agrees that in the event the services, as provided under Section 1 herein, are not performed, or are delayed in implementation beyond the scheduled milestones and time lines established in this Agreement, or are prematurely terminated for cause by the HA, the HA will suffer actual damages that will be impracticable or extremely difficult to determine; further, the Contractor agrees that the sum of five hundred dollars ($500.00) per day for each day of non-performance or delay beyond scheduled milestones and time lines, or premature termination for cause, is not a penalty, but a reasonable estimate of the loss that the HA would incur based on the non-performance, or delay, or premature termination established in light of the circumstances existing at the time the contract is awarded. The HA may deduct a sum representing the liquidated damages from any money due to the Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by the HA because of failure to deliver services to the HA within the time fixed or such extension of time permitted, in writing, by the HA, or due to failure to comply with the terms, conditions, and other covenants of the contract.

17.2 In the event Contractor fails to comply, in good faith, with any of the provisions of Chapter 12D, of the San Francisco Administrative Code, Contractor shall be liable for liquidated damages for each violation in an amount equal to five hundred dollars ($500.00). Contractor agrees and acknowledges that the liquidated damages assessed shall be payable to the HA upon demand, and any amounts owed to the HA may be offset against any monies due to the Contractor, pursuant to this or any contract with the HA. In lieu of liquidated damages for failure to comply, in good faith, with any of the provisions of Chapter 12D, of the San Francisco Administrative Code, the HA may cancel this contract.

18. INSPECTIONS AND ACCEPTANCE

.18.1 Neither the HA's acceptance of, nor its failure to inspect Contractor's work, nor payment thereof, shall relieve Contractor from any of its liabilities under this contract.

19. APPLICABLE LAW

19.1 This contract shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of California. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

20. RESIDENT HIRING

20.1 To the maximum extent possible, the Contractor agrees to actively recruit, hire, and train residents of public housing for position vacancies within its organization in accordance with the HA's Resident Hiring Program. The HA will maintain a list of potential employees residing in public housing, identifying them by name, address, and qualifications. The list shall be made available to the Contractor within ten (10) days, upon receipt of a written request from Contractor for such information.

20.2 The Contractor further agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, and codified under 24 CFR, Part 135, by making a good faith effort to use residents as trainees and employees, and to subcontract with businesses in Section 3 designated project areas to the extent said contract is conducive to subcontracting work.

21. INDEMNITY

21.1 Contractor hereby agrees and undertakes to indemnify, defend, and hold harmless the HA, its officers, agents, and employees against all claims, liability, damages, costs, and expenses, including attorneys' fees, arising out of, or resulting from, the performance of the Contractor's work, whether that work is completed or ongoing when the injury is sustained, or the claim is made, provided that any such claim, liability, damages, costs, fees, or expenses are:

1. Attributable to the bodily injury, sickness, disease, or death of any person, or to the destruction or damage of any tangible property, including the loss of use resulting therefrom; and

2. Caused, or claimed to be caused, in whole or in part, by the negligent act or omission of the Contractor or its employees, or anyone for whose acts the Contractor may be liable.

22. INTEREST OF CONTRACTOR

22.1 The Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, in the project as described above, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed by it.

23. PROTECTION OF CONFIDENTIAL INFORMATION

23.1 All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this contract are confidential. The Contractor agrees that it shall not be made available to any third party at any time during the term of this project or thereafter, or to use it for any purpose other than performing its obligations hereunder, without the prior written approval of the HA.

24. ROYALTIES AND PATENTS

24.1 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights, and shall save the HA harmless from loss on account thereof, except that the HA shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or the product specified is an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information to the HA.

25. WARRANTY OF TITLE

25.1 The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens, or charges, and agrees further that neither it nor any other person, firm, or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

26. VOID PROVISIONS

26.1 In the event that any provisions of this contract are held to be void as a matter of law, the other provisions of this contract will continue to be binding upon the parties as drafted.

27. AMENDMENTS

27.1 The HA may, from time to time, request changes in the scope of services to be performed herein by the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the HA and Contractor, shall be incorporated in written amendments to this contract.

28. TAXES

28.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor.

29. PROJECT MANAGEMENT AND PERSONNEL

29.1 The HA and the Contractor have designated the individuals named below to serve as Contract Monitor and Project Manager, respectively, for purposes of implementation of this Agreement:

For the HA: Mrs. Deborah Burl-Scott

For the Contractor: Mr. Charlie Walker and/or Mr. Gary Garnett

Each person designated above shall have authority to direct, on behalf of the party designating such individual, the program which is the subject of this Agreement. Each such Contract Monitor/Project Manager shall be deemed authorized to execute, grant, or provide all approvals, waivers, requests, notices, and other communications required under this Agreement or requested by the other party, except for changes in the compensation and method of payment, and approvals for a reduction in services not authorized by this Agreement; and provided that any amendment of this Agreement must be in writing and signed by the individuals who have executed this Agreement, or their successors. Each party shall direct, in the first instance, all communications respecting performance of this Agreement to the other party as designated above.

29.2 At least once every month during the performance of this Agreement, the HA's Contract Monitor and the Contractor's Project Manager, as well as, appropriate additional personnel involved in the tasks underway, shall meet at a location designated by the HA to discuss the progress of the program.

At each such meeting, the Contractor shall provide the HA with a written status report that shall include any problems encountered or anticipated by the Contractor, including without limitation, any failure by the HA to perform, or any delay or inadequacy of the HA in performing any of its responsibility hereunder, which may prevent or delay the Contractor's performance of its obligations under this Agreement. Contractor shall also provide updated logs, monthly expenditure reports with appropriate supporting documentation, summaries of activities and accomplishments, briefing papers, affirmative action goals and achievements, or any other information requested by the HA's Contract Monitor in accordance with the reporting requirements and performance standards established in this contract.

29.3 Contractor agrees that its key personnel assigned to this project shall be as stipulated in the Attachment hereto. Contractor further agrees not to reassign any of said individuals or remove them from the program without notice to the HA's Contract Monitor and consent thereof to such reassignment or removal.

30. ENTIRE AGREEMENT

30.1 This Contract represents the full and final understanding between the parties, and supersedes any and all previous understandings, commitments, or agreements, oral or written, pertaining to the performance of the services described above. No modifications to the contract may be made without the consent, in writing, of the parties hereto.

IN WITNESS WHEREOF, and in accordance with the laws of the State of California, the parties hereto have caused this instrument to be executed in four (4) original counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

Charlie Walker Trucking, Inc./
F.G.N.E. Trucking, Inc.
50 Third Street, Suite 4A
San Francisco, CA 94124
(415) 824.1768 or
(510) 628.0730

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO
440 Turk Street
San Francisco, CA 94102

Signature

Ronnie Davis
Executive Director

Name

Title

APPROVED AS TO FORM:

Date

Legal Counsel

Federal I.D. Number (EIN)

Date

vb.wp/contract

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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SAN FRANCISCO
PUBLIC LIBRARY

FROM: Ronnie Davis, Executive Director

DATE: April 3, 1998

SUBJECT: RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO-YEAR AGREEMENT WITH ZIRL SMITH & ASSOCIATES TO PROVIDE TRAINING AND CONSULTANT SERVICES TO THE SAN FRANCISCO HOUSING AUTHORITY IN AN AMOUNT NOT-TO-EXCEED $300,000

A solicitation for Request for Proposals(RFP) for Training and Consultant Services for the San Francisco Housing Authority was submitted March 10, 1998 with a deadline of submission of March 25, 2998. The Request of Proposal was advertised for two Sundays, consecutively, in the *San Francisco Examiner and Chronicle* under the Public Notice section of the classified ads. Copies of the Proposal were mailed to seven consulting firms nation-wide. Only one firm responded to the solicitation.

The Authority requested approval from the U. S. Department of Housing and Urban Development(HUD) to award by non-competitive proposal **[24CFR 85-36(g)(2)(*ii*), only one offer is received in response to a solicitation].** The contract amount is not-to-exceed $300,000.00. Funds for this contract are available in the Authority's Operating Budget.

Zirl Smith & Associates served as the consultant in assisting the Authority in the transfer of responsibilities from the U. S. Department of Housing and Urban Development to the Local Authority. Retaining Zirl Smith & Associates as the consultant in the training of the Board of Commissioners and consulting assistance will provide continuity in this transitional process.

Therefore, I recommend the adoption of the attached Resolution.

(Prepared by: Raymond Lorenz, Gerald Leroy and Jim Van Bergen)

RESOLUTION NO. 4659
DATE ADOPTED 4/9/98

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO-YEAR CONTRACT WITH ZIRL SMITH & ASSOCIATES, TO PROVIDE TRAINING AND CONSULTANT SERVICES FOR THE SAN FRANCISCO HOUSING AUTHORITY IN AN AMOUNT NOT TO EXCEED $300,000

WHEREAS, the Authority solicited proposals for training and consultant services for the San Francisco Housing Authority in full and open competition pursuant to its Request for Proposal for Board Training, HOPE VI Financial Consulting, Standard Operating Procedures And Social Services Consulting Services for the San Francisco Housing Authority; and

WHEREAS, the Authority sent copies of the Request for Proposals to the following firms:

- Creative Consulting Management Group;
- KPMG Peat Marwick LLP;
- Nan McKay & Associates, Inc.;
- Zirl Smith & Associates Inc.;
- The Nelrod Company;
- The American Pioneer; and
- MIG, Incorporated

WHEREAS, the Authority received one (1) response to the Request for Proposals from Zirl Smith & Associates Inc.; and

WHEREAS, the Authority evaluated the proposal received in accordance with the criteria published in the RFP, and, it was determined that Zirl Smith & Associates Inc. could provide the required services in a manner that is most advantageous to the agency, cost and other factors considered; and

WHEREAS, in accordance with procurement regulations under 24 CFR, part 85.36 et seq., the award of a contract should be made to Zirl Smith & Associates Inc.; and

WHEREAS, the funding for this purchase has been approved as part of the Authority's CGP and HOPE VI funding.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to, execute a two-year contract with Zirl Smith & Associates Inc. to provide Board Training, HOPE VI Financial Consulting, Standard Operating Procedures And Social Services Consulting Services for the San Francisco Housing Authority in an amount not to exceed $300,000.

2. This resolution shall take effect immediately.

APPROVED AS TO FORM and LEGALITY:

Pat O'Don

Date: 040398

Patrick O'Donahue
Legal Counsel

AGREEMENT TO PROVIDE TRAINING AND CONSULTANT SERVICES FOR THE SAN FRANCISCO HOUSING AUTHORITY

CONTRACT NO. 98031

Agreement made and entered into this Thirteenth Day of April, 1998 by and between the San Francisco Housing Authority (the "Local Authority") and Zirl Smith & Associates, Inc. (the "Consultant").

W I T N E S S E T H

WHEREAS, the Local Authority wishes to retain the Consultant and the Consultant wishes to provide Training and Consultant Services, and

WHEREAS, the Consultant has proposed to provide said services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Local Authority and the Consultant agree as follows:

1. **Project Description:**

This Project is to provide expert training and consultant assistance to the Local Authority's Board of Commissioner, Executive Office, legal and other appropriate staff members as described in the Scope of Services below:

2. **Scope of Services**

The San Francisco Housing Authority has recently reconstituted its Board of Commissioners following initial recovery efforts by the Department of Housing and Urban Development (HUD). The Local Authority is seeking training and consulting services in the following areas:

A. Assist the Board in developing an understanding of its role in the development of corporate mission, organizational development, reporting, accountability, policy development both short and long term as well as its role in policy development as opposed to administration. This component should include at least monthly informational exchanges with the Board and administration as necessary or appropriate.

B. Assist in the creation and staffing of an effective HOPE VI function for the organization and to develop and implement processes and procedures for maximizing financial leveraging of funds for real estate development. This component may include appropriate training of staff as necessary or appropriate.

C. Assist in developing Standard Operating Procedures (SOP) for various departments and divisions on an as needed basis which SOP should effectively interpret and incorporate HUD regulations and/or Handbooks, organizational mission, short and long term organizational development objectives and items related to effective and efficient operations and systems.

D. Assist the Local Authority in the development and implementation of social service programs and/or family self sufficiency programs related to Welfare to Work, resident employment and empowerment initiatives including the development of technical and/or financial partnerships with other governmental agencies and private organizations/institutions.

The Local Authority shall provide a knowledgeable person to coordinate the Local Authority's activities and staff with the Consultant.

3. Incorporation:

All requirements of the Request for Proposals and the representations made in the Consultant's proposal that are not in conflict with provisions of this Agreement are hereby incorporated by reference and made an integral part of the Agreement as though fully set forth herein.

4. Schedule of Performance:

The services of the Consultant shall commence within five (5) working days of the Local Authority's issuance of a written "Notice to Proceed" and each assigned task shall be completed within the mutually agreed upon completion date.

This Agreement shall terminate on April 12, 2000 unless otherwise modified in writing prior to such termination.

5. Compensation:

A. Fee Schedule.

Hourly Rate $150.00/hour

B. Reimbursables. The Local Authority will pay the Consultant for the Reimbursable Expenses listed below up to a maximum amount of $40,000.00. The Reimbursable Expenses are included in the total Agreement amount.

(1) Travel costs incurred in the normal course of Contract performance as agreed to by the Contract Monitor.

(2) Long distance telephone calls and long distance telefax costs.

(3) Courier services and overnight delivery costs.

(4) Reproduction and postage costs of required Agreement documents.

C. Compensation shall be paid to the Consultant upon receipt and approval by the Local Authority of an invoice setting forth work actually completed. Total payment under this Agreement shall not exceed **THREE HUNDRED THOUSAND DOLLARS AND NO CENTS ($300,000.00).**

6. Invoices and Payments:

The Consultant will submit an invoice itemizing the services performed and expenses incurred in a form acceptable to the Local Authority. Payment to the Consultant will normally be made within 30 days upon receipt of invoice and verification by the Local Authority of services rendered and expenses incurred. The Local Authority may withhold payment to the Consultant pending resolution of, in an amount equal to questioned, disputed or disapproved amounts, for work not completed or delivered as required the terms of this Agreement.

7. Invoices Shall be Transmitted to:

SAN FRANCISCO HOUSING AUTHORITY
Post Office Box 423630
San Francisco, CA 94124-3640

Attention: Finance Department

Payment of approved amounts shall be transmitted to:

Zirl Smith & Associates, Inc.
300 South Wacker Drive
Chicago, Illinois 60626

Notices that may be issued by the parties shall be transmitted to the above address.

8. Independent Consultant:

In the performance of the services hereunder, the Consultant shall be an independent Consultant and not an employee of the Local Authority. The employees furnished by the Consultant to perform the work shall be deemed to be the Consultant's employees exclusively and said employees shall be paid by the Consultant for all services. The

Consultant shall be responsible for all obligations and reports covering Social Security, Unemployment Tax and other reports required by any applicable State or Federal law. Consultant shall not have authority to act on behalf of the Local Authority in any capacity whatsoever nor to bind the Local Authority to any obligation whatsoever.

9. Indemnification:

The Local Authority will indemnify, defend and save harmless the Consultant, its officers, agents and employees from any and all claims and losses and liability arising from or resulting from the employment relationship between the Local Authority and its staff in good faith performance by the Consultant of its obligations herein and/or the direct supervision and management of Local Authority staff.

10. Termination:

The Local Authority may, at any time prior to completion of the work, terminate this Agreement for any reason, including, but not limited to, default by the Consultant or circumstances beyond the control of Consultant. In the event the Local Authority terminates this Agreement for convenience, the Consultant, within ten (10) days of receiving such notice, shall submit an invoice to the Local Authority in an amount which represents the compensation for services actually performed to the date of termination and for which the Consultant has not been previously compensated. Upon payment of the sum found due, the Local Authority shall be under no further obligation to the Consultant financial or otherwise.

11. Insurance:

The Consultant shall maintain in full force and effect during the entire contract term Commercial and/or Comprehensive General Liability (including owned and not-owned automobile insurance) Insurance in the minimum limits set forth below and in a solvent company or companies that maintain a rating of "B+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Local Authority and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and/or property damage arising in any manner from the Consultant's performance of this Agreement with the Local Authority, or the nature of the services provided, or any operations under or connected with this Agreement with the Local Authority.

A. The Consultant will maintain in force, during the full term of the Agreement, insurance as follows:

(1) Worker's Compensation Employers' Liability with limits as required by State of California (currently **$1,000,000** for each accident).

(2) Comprehensive General Liability Insurance with limits not less than **$1,000,000** per person per occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Consultant has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion of the Contract.

(3) Comprehensive Automobile Liability Insurance with limits not less than **$1,000,000** each occurrence Combined Single Limit Bodily Injury and Property Damage.

The Consultant and the Local Authority acknowledge that the insurance coverage limits provided above may not be sufficient to cover possible (unforeseen and unanticipated) claims. Therefore, subject to further negotiations after the execution of this Agreement, this Section 11.0 may be amended in writing to provide for an increase in coverage and for a correlative increase in the Consultant's fee.

B. Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

(1) Name as ADDITIONAL INSURED the San Francisco Housing Authority, its Officers, Members of Commission, Agents and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

(3) All policies shall be endorsed to provide thirty (30) days advance written notice to the Local Authority of cancellation, non-renewal or reduction in coverage, mailed to the following address:

San Francisco Housing Authority
440 Turk Street, 2nd Floor
San Francisco, CA 94102
Attention: Raymond Lorenz, Contract/Procurement Division

(4) Certificates of Insurance, in form and with insurers satisfactory to the Local Authority, evidencing all coverages above, shall be furnished to the Local Authority prior to award and before commencing any operations under this Agreement, with complete copies of policies to be furnished promptly upon the written request of the Local Authority, at the following address:

San Francisco Housing Authority
440 Turk Street, 2nd Floor
San Francisco, CA 94102
Attention: Raymond Lorenz, Contract/Procurement Division

(5) Any coverages which the Consultant proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require prior Local Authority approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Local Authority shall not relieve or decrease the liability of the Consultant hereunder. This Agreement shall terminate immediately, without notice to the Consultant, upon any lapse of required insurance coverage. The Consultant shall be advised that should the Consultant through its negligence fail to meet the professional standards of care and performance of its services that results in additional costs to the Local Authority, it will be the intention of the Local Authority to recoup these costs from the Consultant.

12. Assignment:

The Consultant shall not make an assignment of this Agreement's proceeds or claims arising under this Agreement without obtaining prior written permission from the Local Authority. In no event shall the Consultant assign the duties to be performed under this Agreement.

13. Labor Standard Requirements:

The Consultant shall pay applicable wage rates according to the U. S. Department of Labor.

14. Employment Practices:

In the performance of this agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall, in all respects in the performance of this agreement, comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60). The Consultant

shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination rates or pay or other forms of compensation and selection for training including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Labor Department setting forth the provisions of this non-discrimination clause. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

15. Anti-Kickback:

The Consultant shall comply with the Copeland "Anti-Kick-back Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR. Part 3). This act provides that each Consultant or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Consultant shall report all suspected or reported violations to the Local Authority.

16. Drug-Free Workplace:

The Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of the controlled substance is prohibited on Authority premises. The Consultant agrees that any violation of this prohibition by the Consultant, its employees, agents or assigns shall be deemed a material breach of contract.

17. Work Hours and Safety Standards Act:

This Agreement is subject to and incorporates, by reference herein, the provisions of the Contract Work Hours and Safety Standards Act, Sections 103 and 107, (40U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5). The Consultant hereby declares that it is in compliance with said provisions.

18. Administrative Remedy for Contract Interpretation:

Should any question arise as to the meaning and intent of this Agreement, the matter shall, prior to any other action or legal remedy, be referred to the Contracting Officer who shall decide the true meaning and intent of the Agreement.

19. Interest of Members of the Local Authority or Government Officials:

The Provisions of the Local Authority's Annual Contributions Contract (ACC), Section 515, Interest of Members, Officers, or Employees of Local Authority, Members of Local Governing Body, or Other Public Officials, and Section 517, Interest of Member of or Delegate to Congress, are incorporated herein and by reference made a part of this document.

20. Applicable Law and Venue:

This Agreement shall be constructed and interpreted solely in accordance with the laws of the State of California. The venue for any dispute resolution, including legal action or any other method, shall be the City and County of San Francisco.

21. Ordinances:

The Consultant shall complete work on this Project to conform to all applicable Federal, State, and local laws, codes, ordinances, and regulations as modified by any waivers which may be obtained from the appropriate jurisdictions.

22. Entire Agreement:

This Agreement constitutes the entire understanding between the Local Authority and the Consultant concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET

SAN FRANCISCO, CA 94102

Telephone Number: (415) 554-1296

_____
Ronnie Davis, Executive Director

_____
Date

ZIRL SMITH & ASSOCIATES, INC.

300 SOUTH WACKER DRIVE

CHICAGO, ILLINOIS 60626

Telephone Number: (312) 986-0595

_____
Title: President

_____
Date

APPROVED AS TO FORM

_____
Legal Department

_____
Date

Intergovernmental Memorandum of Understanding Between The City and County of San Francisco and The Housing Authority of the City and County of San Francisco

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This Memorandum of Undserstanding ("MOU"), entered into this 11th day of June, 1998, between the City and County of San Francisco (the "City"), and the Housing Authority of the City and County of San Francisco (the "Housing Authority")is to make available to the Housing Authority a member of the San Francisco Police Department to develop, impliment and assist the Housing Authority in providing its residents with safe, decent and sanitary housing by implimenting effective security systems to suppliment, compliment and enhance current safety efforts of the San Francisco Police Department.

In consideration of the mutual promises contained in this MOU, the parties agree as follows:

1. SCOPE OF SERVICES

The Chief of Police for the San Francisco Police Department will assign a member of the San Francisco Police Department to perform the services provided for and contemplated in this MOU. Under the general direction of the Executive Director of the San Francisco Housing Authority, the personnel assigned pursuant to this MOU will:

- Assist in implimenting and coordinating crime prevention programs at San Francisco Housing Authority developements; assist in selecting target areas and groups for crime prevention programs; canvass areas to encourage public housing residents' participation in block club meetings; provide assistance in organizing crime prevention block club meetings, including, but not limited to, gathering crime data; assist in identifying crime problems and development of strategies to handle same; prepare initial agenda and arrange for law enforcement officials to address groups as guest speakers; provide technical assistance to block clubs.

- Establish and maintain liaison with community groups and agencies; address resident and local groups and agencieson community crime concerns;develop media material to promote and achieve crime prevention objectives at the SFHA.

- Evaluate existing security systems and make cost effective recommendations to

improve same; organize training programs and education seminars; consult with SFHA contractors, developers and other staff on ways to increase security in the design and construction of SFHA developments; develops control recording procedures for implimenting crime prevention and security program improvements; develops program of public information and education on crime prevention and security programs at the SFHA.

- Manages contract administration for security services at the SFHA to ensure services are provided as required; monitors security contract performance to evaluate coordination of effort and cooperation with the San Francisco Police Department; recommend modification of processes to ensure effective support of San Francisco Police Department efforts at SFHA developments; act as liaison to the San Francisco Police Department and any other appropriate federal, state or local law enforcement agencies.

- Participate in the investigation of alleged or suspected criminal activity; develop policies and procedures related to security and investigative activities.

- May attend meetings as required with staff, residents, etc.; maintains statistical data regarding criminal activities on SFHA property; prepares memoranda, letters and other documentation associated with the functions described herein.

2. COMPENSATION

The Housing Authority shall reimburse the City on a monthly basis the yearly cost of salary, including over-time payments incurred in the performance of the terms contained herein, in an amount not to exceed Seventy Five Thousand Dollars ($75,000.00) per annum per person utilized under this MOU, as well as the benefits incidental to employment as a member of the San Francisco Police Department of the personnel assigned to the Housing Authority under this MOU. Personnel employed under this MOU will continue to receive and have provided to them by the San Francisco Police Department their current benefits including, but not limited to, Workers' Compensation to be paid for through reimbursement to the City by the SFHA. The City shall Invoice the SFHA for reimbursement of amounts expended by the City for salaries and fringe benfits of the personnel contemplated herein on a bi-weekly basis. The SFHA shall remit payment to the City pursuant to said Invoices within thirty (30) days of the Invoice date.

3. TERM OF MOU

This MOU shall take effect upon execution by the parties and shall continue in effect from the date of execution and continuing for a period of time not to exceed a twelve (12) month period. Either party may terminate this MOU upon prior written notice to the other on ninety (90) day.

4. WAIVER

The SFHA waives any claim or loss as against the City and County of San Francisco Police Department, its officers, agents and employees including the San Francisco Police Department. The SFHA further agrees to indemnify and hold harmless the City and County of San Francisco and the San Francisco Police Department as evidenced by a San Francisco Police Department Loan Agreement Hold Harmless and Agreement to Defend to be executed with respect to each such personnel loaned to the SFHA pursuant to this MOU which agreement will be attached hereto and incorporated herein as though fully rewritten.

5. NOTICES

All notices to be given by the parties to this MOU shall be in writing and served by regular US Mail as follows:

To the San Francisco Police Department:

Fred Lau
Chief of Police
San Francisco Police Department
Hall of Justice
San Francisco, CA

To the San Francisco Housing Authority:

Ronnie Davis
Executive Director
San Francisco Housing Authority
440 Turk Street
San Francisco, CA 94102

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this 1st day of June, 1998.

Fred Lau
Chief of Police
San Francisco Police Department

Ronnie Davis
Executive Director
San Francisco Housing Authority

SAN FRANCISCO POLICE DEPARTMENT
LOAN AGREEMENT
HOLD HARMLESS AND AGREEMENT TO DEFEND

That in consideration for the loan of Lieutenant Arthur Tapia described herein, the undersigned does hereby agree to pay to the San Francisco Police Department the salary and benefits of Lieutenant Arthur Tapia as provided in the current collective bargaining agreement between the City and County of San Francisco and the San Francisco Police Officers Association. The undersigned does hereby agree to keep and save the City and County of San Francisco, the San Francisco Police Department, and/or any officer, employee, or agent of said Police Department of the City and County of San Francisco, forever harmless from all actions, causes of action, damages, claims and demands, in law or equity, of every kind and character, including claims and demands resulting from any issue of any injury regarding the loan of Lieutenant Arthur Tapia to the San Francisco Housing Authority and the performance of his duties in the capacity of Public Safety Specialist. This agreement is valid through and including August 16, 1998.

The undersigned further agrees to defend the City and County of San Francisco, the San Francisco Police Department, and/or any officer, employee, or agent of said Police Department of the City and County of San Francisco, in any action against the City and County of San Francisco, the San Francisco Police Department, and/or any officer, employee, or agent of said Police Department of the City and County of San Francisco, which results from the loan of Lieutenant Arthur Tapia.

The undersigned further agrees to pay to the City and County of San Francisco, the San Francisco Police Department, and/or any officer, employee, or agent of said Police Department of the City and County of San Francisco, any loss or damage which may be suffered or sustained by the City and County of San Francisco, the San Francisco Police Department, and/or any officer, employee, or agent of said Police Department of the City and County of San Francisco; and the undersigned agrees to promptly pay any judgment which may be rendered against the City and County of San Francisco, the San Francisco Police Department, and/or any officer, employee, or agent of said Police Department of the City and County of San Francisco, by reason of the loan of Lieutenant Arthur Tapia.

The undersigned has the authority to execute and hereby executes this hold harmless agreement and agreement to defend this 5th day of April, 1993.

Ronnie Davis
(Name)

Ronnie Davis
(Signature)

Executive Director
San Francisco Housing Authority

Mw.holdharm.loan/ar

MEMORANDUM

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TO: Commission of the San Francisco Housing Authority

FROM: Patrick O'Donahue, Acting Assistant General Counsel

RE: Non Profit Corporations, Generally

DATE: April 8, 1998

In order to give you a better grasp of one of today's resolutions, we offer this memo to explain the use of non profit corporations in a low income housing development setting.

1. What is a corporation?

   A corporation is a legal entity that is treated as if it were a person under the law. This means that it can sue or be sued, own property, buy, sell, lease or mortgage property under its own name without incurring liability for its shareholders or operators.

2. What is a non profit corporation?

   This is a corporation with a stated charitable goal, as opposed to a profit-generating goal, set up following guidelines established by the Internal Revenue Service and the California Franchise Tax Board. Our non profit corporation will carry our stated goal - low income housing development, by issuing bonds to fund housing development without incurring liability for SFHA. ***It has no assets and no employees***.

3. Why does the Housing Authority want to set up a non profit corporation?

   Commonly, throughout the country, housing authorities use non profit corporations to create a shield that ***protects the Housing Authority from legal liability*** that might arise during the course of the housing development process. This is to say that if a given project is sued for any reason, the liability flows only to the non profit corporation, and cannot flow to the Housing Authority directly.

4. Who runs the non profit corporation?

   The non profit corporation is run by a Board of Directors made up of SFHA senior management (i.e., the Executive Director, Finance Director, General Counsel) and in most cases, a resident representative. These individuals must meet at least annually and

sign necessary documents required to keep the non profit corporation operational in the eyes of the law as well as those documents necessary to issue bonds.

5. What is the Commission's role with respect to the proposed non profit corporation?
   Given the Commission's overall responsibility with respect to SFHA's business affairs, it must approve any action that will create a new legal entity, such as the proposed non profit corporation. The Commission also approves all actions the non profit corporation takes to issue bonds. By approving the resolution to establish a new non profit corporation, the Commission does not delegate any of its decision making authority. Other than to meet to sign documents to keep the non profit corporation in existence, and when there is a bond issuance, the non profit corporation has ***no day to day operations.***

6. What will establishing the new non profit corporation cost?
   There are certain minor fees required by the California Secretary of State, the body that regulates California Corporations, as well as possible fees charged by the Internal Revenue Service. In addition, the non profit corporation may need to carry certain insurance coverages. These ***fees are paid for by the money we receive when we sell bonds***. All costs associated with the non profit corporation necessary to issue bonds are paid for by bond proceeds.

Should there be additional questions, please contact me at your convenience.

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, APRIL 23, 1998 AT 2:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

98

NOTICE and AGENDA
April 23, 1998

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1. ROLL CALL:

PRESENT *Sululagi Palega, Sr., President*
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

2. APPROVAL OF AGENDA:

3. APPROVAL OF MINUTES

March 26, 1998
April 9, 1998

4. GENERAL COMMUNICATIONS:

5. REPORT OF SECRETARY:

6. COMMITTEE REPORT:

7. REPORT OF COUNSEL:

8. TENANT REPRESENTATIVE REPORT:

9. PUBLIC COMMENTS ON AGENDA ITEMS LIMITED TO 15 MINUTES

NOTE: *The public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS:

(B) Resolution Authorizing The San Francisco Housing Authority ("SFHA") To Form A Not For Profit Corporation To Participate In The Redevelopment Of Various Housing Developments, And To Approve Certain Actions In Connection With The Not For Profit Corporation.

11. NEW BUSINESS:

(A) Resolution Authorizing The Executive Director To Enter Into A Contract With Ryan Engineering For Site Work Construction At Cal 1-5, The Bernal Dwellings Housing Development In The Amount Of $1,109,971.00

(B) Resolution Authorizing The Executive Director To Enter Into A Contract With Western Roofing Service For Roofing And Waterproofing Work At Cal 1-36, 227 Bay In The Amount Of $513,875

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. EXECUTIVE SESSION

Closed session Conference with Legal Counsel to discuss and take action upon personnel issues per Government Code Section 54957 *et seq.*

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

Ann Davis
Acting Commission Secretary

В четверг, 23 апреля 1998 г. в 14 часов по адресу: 440 Turk Street, San Francisco, CA 94102 состоится заседание Комиссии жилищного управления Сан-Франциско.

Извещение и повестка дня 23 апреля 1998 г.

1. Начало заседания.
   Присутствуют: Сумулани Халия, Президент
   Пола Кушес, Вице-президент
   Ли Алфорд, член комиссии
   Мирли Берд, член комиссии
   пастор Норман Фонг, член комиссии
   Ричард Форд, член комиссии
   Марша Марет, член комиссии
2. Утверждение повестки дня.
3. Обсуждение результатов предыдущих заседаний от 26 марта 1998 г. и 9 апреля 1998 г.
4. Общее обсуждение
5. Отчет секретаря
6. Отчет комитета
7. Отчет консультанта
8. Отчет представителя жильцов
9. Выступления присутствующих по повестке дня.

Примечание: присутствующим будет предоставлена возможность выступить по вопросам, стоящим в повестке дня, прежде чем Комиссия примет по ним какое-либо решение. До завершения заседания присутствующие будут иметь возможность выступить по вопросам вне повестки дня.

10. Незавершенные дела.

Утверждение поправки к решению от 26 марта 1998 г.

(B) Резолюция, разрешающая Исполнительному управлению Сан-Франциско сформировать некоммерческую корпорацию для участия в возведении разумных доступных комплексов, и утверждение определенных мероприятий в связи с данной некоммерческой корпорацией.

11. Новые вопросы.

(A) Резолюция, разрешающая Исполнительному директору заключить контракт с Райан Инжиниринг на сумму, не превышающую $1,109,971.00, на проведение строительных работ в комплексе Бернал.

(B) Резолюция, разрешающая Исполнительному директору заключить контракт с Вестерн Рутфинг Сервис на проведение кровельных и изоляционных работ в здании 227 Вашингтон на сумму $513,875.

12. Выступления присутствующих по вопросам вне повестки дня

13. Исполнительная сессия
Закрытая конференция с адвокатом-консультантом для обсуждения и принятия решений по вопросам найма.

14. Возобновление заседания Комиссии.

15 Завершение заседания.

Энн Дэйвис,
И.о. секретаря комиссии

會議通告及程序
一九九八年四月十三日舉行

(一)董事出席點名;
(二)通過會議程序;
(三)通過九八年三月十六及四月九日會議記錄
(四)常例溝通;
(五)書記報告;
(六)小組委員報告;
(七)顧問報告;
(八)住客代表報告;
(九)公衆对議程發表意見(限於十五分鐘)一根據決議4297及4423,議案未通过前,会衆可对當天提案發表意見
(十)舊事項:通过九八年三月十六日修改过的會議記錄
B.提議授权三凡市民居局成立一個非謀利團体去幫助本局各大廈住客協會的發展及通过一些关非謀利組織有關的決定
(十一)新事宜:
A.提議授权行政主任关 RYAN ENGINEERING FOR SITE WORK CONSTRUCTION AT CAL I-5, THE BERNAL DWELLINGS HOUSING DEVELOPMENT 簽訂一份 $51,109,971 的合同
B.提議授权行政主任关 WESTERN ROOFING SERVICE FOR ROOFING & WATERPROOFING WORK AT CAL 1-36, 227 BAY 簽訂一份 $513,875 的合同
(十二)公衆对議程外的事項發表意見
(十三)閉門會議时間……关法律顧問商討人事問題
(十四)继續董事会會議
(十五)散會

Ann Davis
处理董事書記 Ann Davis

Ana Bertha Campa

SAN FRANCISCO CỎ QUAN NHÀ Ở
440 ĐƯỜNG TURK SAN FRANCISCO, CALIFORNIA94102
ĐIỆN THOẠI SỐ (415) 554 - 1200

CUỘC HỌP CỦA ỦY HỘI THUỘC CƠ QUAN NHÀ Ở SAN FRANCISCO SẼ BẮT ĐẦU VÀO NGÀY THỨ NĂM 23, THÁNG TƯ ,1998 LÚC 2:00 GIỜ TRƯA TẠI 440 ĐƯỜNG TURK SAN FRANCISCO, CALIFORNIA 94102

CHÚ THÍCH VÀ CHƯƠNG TRÌNH
THÁNG TƯ 23, 1998

1. DIỂM DANH:

   SỰ HIỆN DIỆN: Sululagi Palega, Sr., President
   Paula Kitses, Vice President
   Lee Alford, Commisioner
   Shirley Byrd, Commisioner
   Rev, Norman Fong Commisioner
   Richard Ford, Commisioner
   Marisa Moret, Commisioner

2. TÁN THÀNH CHƯƠNG TRÌNH
3. TÁN THÀNH MỘT PHÚT
   Tháng Ba 26,1998
   Tháng Tư 2,,1998
4. THÔNG ĐẠT TOÀN THỂ
5. THƯ KÝ TƯỜNG TRÌNH
6. ỦY BAN TƯỜNG TRÌNH
7. HỘI ĐỒNG TƯỜNG TRÌNH
8. ĐẠI BIỂU TÁ ĐIỀN TƯỜNG TRÌNH
9. BÌNH LUẬN CÔNG CỘNG TRONG CHƯƠNG TRÌNH GIỚI HẠN 15 PHÚT.

   SỰ GHI CHÉP: Sự bình luận có cơ hội về mục hoạt động trong chương trình theo dõi do ủy nhiệm Cơ Quan Nhà Ở San Francisco theo luật lệ công cộng chứng nhận vào ngày 14/7/94 Nghị Quyết số 4297 và xét lại ngày 23/2/95 theo nghị quyết số

4423. Trước đình hoãn sau mục số 11, sự bình luận công cộng sẻ có cơ hội trình bày không nằm trong chương trình.

10. CÔNG VIỆC CHƯA HOÀN TẤT

Chấp thuận ngày 26, Tháng Ba,1998 Đúng giây phút

(B) Nghị quyết phê chuẩn cho San Francisco Cơ Quan Nhà Ở("SFHA") để thực hiện mà không phải lợi dụng đoàn thể để tiền hành trên sự phát triển thay đổi phát triển khu nhà ở và tán thành chỉ định hoạt động liên lạc không phải để lợi dụng đoàn thể

11. CÔNG VIỆC MỚI

(A) Nghị quyết phê chuẩn Ban Giám Đốc Điều Hành tiến đến hợp đồng với Ryan Kỷ Sư địa điểm xây dựng tại Cal 1-5, với Bernal Dwellings khu phát triểnNhà Ở với số tài khoản la $1,109,971.00

(B) Nghị quyết phê chuẩn Ban Giám Đốn Điều Hành tiến đến hợp đồng với Western Công Ty Mái Nhà để mái nhà không bị thấm nước địa điểm làm tại Cal 1-36, 227 Bay với số tài khoản la $513,875

12. BÌNH LUẬN CÔNG CỘNG KHÔNG CÓ TRONG CHƯƠNG TRÌNH

13. CHẤP HÀNH PHIÊN HỌP

Bế mạc phiên họp buổi diễn thuyết thông qua pháp luật sự bàn bạc thượng nghị đàm phán thảo luận và hoạt động trước toàn thể nhân viên do chính phủ điều lệ đoạn 54957 et seq

14. HỘI NGHỊ CUỘC HỌP ỦY HỘI

15. HOÃN LẠI

Ann Davis
Thay Mặt Uỷ Hội Thư Ký

La Junta de la Comisión de la San Francisco Housing Authority va ser el jueves, 26 de febrero de 1998 a las 2:00 p.m. en 440 Turk San Francisco, California 94102

Anuncio y Agenda
23 de abril de 1998

1) Lista de Asistencia

PRESENTE: Sululagi Palega, Sr., President
Paula Kitses, vice President
Lee Alford, Comisionada
Shirley Byrd, Comisionada
Rev. Norman Fong, Comisionado
Richard Ford, Comisionado
Marisa Moret, Comisionada

2) Aprobación de la agenda

3) Aprobación de las minutas

26 de marzo de 1998
9 de abril de 1998

4) Asuntos generales

5) Reporte del secretario

6) Reporte del comité

7) Reporte del abogado

8) Reporte del representante de inquilinos

9) Comentos del público sobre artículos en la agenda

Nota: El público tendrá la oportunidad para comentar sobre artículos de la agenda antes que la comisión tome acción según las reglas que gobiernan el testimonio público de la San Francisco Housing Authority adoptadas el 14 de julio de 1994 como Resolución número 4297 y revisada el 23 de febrero de 1995 como Resolución 4423. Antes de

levantar la sessión y de acuerdo al del articulo numero 11, el público tendrá la oportunidad para comentar sobre los artículos que no están en la agenda.

10) Negocios por terminar

Aprobar las minutas corregidas del 26 de marzo

(B) Resolución para autorizar a la Autoridad de la Vivienda Popular de San Francisco (San Francisco Housing Authority) que forme una Corporación No Lucrativa para Participar en el Desarrollo de varios Complejos Habitaciones, y para Aprobar ciertas Acciones relacionadas con la Corporación No Lucrativa.

11) Asuntos nuevos

A) Resolución autorizando al Director Ejecutivo a que entre en un contrato con Ryan Engineering para servicios de reconstrucción en los complejos de la SFHA, CAL I-5, en el Complejo Habitacional de Bernal Dwellings en una cantidad de $1,109,971.00

B) Resolución autorizando al Director Ejecutivo a que entre en un contrato Western Roofing para proveer servicios de construcción de techos a prueba de agua en, CAL I-36, 227 Bay en una cantidad de $513,875.

12) Comentarios del público sobre articulos que no están en la agenda

13) Sesión Ejecutiva

Se cierra la sesión. Conferencia con abogado para discutir y actuar sobre asuntos de personal según el codigo gobernal sección 54957 et seq.

14) Se resume la reunión de la comisión

15) Levantamiento

Ann Davis
Secretaia de la Comisión

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

A SPECIAL MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION, CALLED BY COMMISSIONER PALEGA WILL BE HELD ON THURSDAY, MAY 7, 1998 AT 4:00 P.M. AT 3215 CESAR CHAVEZ, SAN FRANCISCO, CALIFORNIA 94110

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ial

NOTICE AND AGENDA

Special Meeting Held:
May 7, 1998

3215 Cesar Chavez
San Francisco, CA 94110

1. **ROLL CALL**

Sululagi Palega, Sr., President
Paula Kitses, Vice-President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret Commissioner

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2. **APPROVAL OF AGENDA:**

3. **PUBLIC COMMENT ON AGENDA ITEMS:**

NOTE: The public will have the opportunity to comment on Agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 5, the public will have an opportunity to comment on items not on the agenda.

4. UNFINISHED BUSINESS

5. NEW BUSINESS

Concerns in relation to Bernal Dwellings

6. PUBLIC COMMENT ON NON-AGENDA ITEMS

7. ADJOURNMENT

Ann Davis

Ann Davis
Acting Commission Secretary

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, May 14, 1998 AT 2:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

/98

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NOTICE and AGENDA
May 14, 1998

1. **ROLL CALL:**

   PRESENT *Sululagi Palega, Sr., President*
   Paula Kitses, Vice President
   Lee Alford, Commissioner
   Shirley Byrd, Commissioner
   Rev. Norman Fong, Commissioner
   Richard Ford, Commissioner
   Marisa Moret, Commissioner

2. **APPROVAL OF AGENDA:**

3. **APPROVAL OF MINUTES**

   April 23, 1998 (Regular Meeting)
   May 7, 1998 (Special Meeting)

4. **GENERAL COMMUNICATIONS:**

5. **REPORT OF SECRETARY:**

6. **COMMITTEE REPORT:**

7. **REPORT OF COUNSEL:**

8. **TENANT REPRESENTATIVE REPORT:**

9. PUBLIC COMMENTS ON AGENDA ITEMS LIMITED TO 15 MINUTES

NOTE: *The public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS:

(A) Resolution Authorizing The Executive Director To Enter Into A Contract With Ryan Engineering For Site Work Construction At CAL 1-5, The Bernal Dwellings Housing Development In The Amount Of $1,109,971.00

11. NEW BUSINESS:

(A) Resolution Authorizing The San Francisco Housing Authority ("SFHA") To Form A Not For Profit Corporation To Participate In The Redevelopment Of Various Housing Developments, And To Approve Certain Actions In Connection With The Not For Profit Corporation

(B) Resolution Approving An Amendment To Add Funding Increment CA001CE6001 In The Amount Of $1,745,202.00 To Section 8 Annual Contributions Contract ("Acc") No. SF-618 And Authorizing Execution

(C) Resolution Approving An Amendment To Add Funding Increment CA001CE0046 In The Amount Of $8,163,025.00 To Section 8 Annual Contributions Contract ("Acc") No. Sf-618 And Authorizing Execution

(D) Resolution Authorizing The Executive Director To Reimburse Expenditures From Proceeds Of Future Indebtedness Associated With The Securing Of Financing For Bernal Dwellings And Yerba Buena Plaza East With Future Indebtedness To Be Repaid By Hope Vi Funds Placed In An Escrow Account

(E) Resolution Authorizing The Executive Director To Enter Into A Contract With The Firm Of CGMS Incorporated For Financial Consultant Services In Relation To Bond Issuance's, Taxable Or tax-exempt, And Other Financial Advisory Services Of Various Developments For An Amount Not-To-Exceed $300,000.00

(F) Resolution Authorizing The San Francisco Housing Authority To Hold A Tefra Hearing In Order To Obtain Tax Exempt Bond Allocation From The California Debt Limit Allocation Committee For The Financing Of Bernal Dwellings And/Or Yerba Buena Plaza East

(G) To Ratify and Approve The Execution Of The Agreement With Creative Consulting Management Group To Provide Maintenance Management Consulting Services For The San Francisco Housing Authority In An Amount Not To Exceed $312,500.00

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. EXECUTIVE SESSION

Closed session Conference with Legal Counsel to discuss and take action upon personnel issues per Government Code Section 54957 & 54956.9 *et seq.*

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

Ann Davis

Ann Davis
Acting Commission Secretary

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, May 28, 1998 AT 2:15 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

98

NOTICE and AGENDA
May 28, 1998

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1. **ROLL CALL:**

PRESENT *Sululagi Palega, Sr., President*
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

2. **APPROVAL OF AGENDA:**

3. **APPROVAL OF MINUTES**

May 14, 1998

4. **GENERAL COMMUNICATIONS:**

5. **REPORT OF SECRETARY:**

6. **COMMITTEE REPORT:**

7. **REPORT OF COUNSEL:**

8. **TENANT REPRESENTATIVE REPORT:**

9. PUBLIC COMMENTS ON AGENDA ITEMS LIMITED TO 15 MINUTES

NOTE: *The public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS:

Approval of Minutes of May 7, 1998 Special Meeting

11. NEW BUSINESS:

(A) Resolution Authorizing The Executive Director To Allow The Proceeds Of The Future Bond Sale To Provide Financing For Alice Griffith And To Repay The Bonds Through Internal Project Financing

(B) Resolution Authorizing The Executive Director To Allow The Proceeds Of The Future Bond Sale To Provide Financing For Hunters Point And To Repay The Bonds Through Internal Project Financing

(C) Resolution Authorizing The Executive Director To Allow The Proceeds Of The Future Bond Sale To Provide Financing For Hunters View And To Repay The Bonds Through Internal Project Financing

(D) Resolution Authorizing The Executive Director To Allow The Proceeds Of The Future Bond Sale To Provide Financing For Potrero Annex And To Repay The Bonds Through Internal Project Financing

(E) Resolution Authorizing The Executive Director To Allow The Proceeds Of The Future Bond Sale To Provide Financing For Potrero Terrace And To Repay The Bonds Through Internal Project Financing

(F) Resolution Authorizing The Executive Director To Allow The Proceeds Of The Future Bond Sale To Provide Financing For Sunnydale And To Repay The Bonds Through Internal Project Financing

(G) Resolution Authorizing The Executive Director To Allow The Proceeds Of The Future Bond Sale To Provide Financing For Westbrook And To Repay The Bonds Through Internal Project Financing

(H) Resolution Authorizing The Executive Director To Submit A Federal Emergency Management Agency Application On Behalf Of The San Francisco Housing Authority For Damages Caused During The El Nino Storms of 1997 - 1998

(I) Resolution Approving An Amendment To Add Funding Increment CA001CE0042 In The Amount Of $115,752.00 To Section 8 Annual Contributions Contract ("ACC") No. SF-618 And Authorizing Execution

(J) Resolution Authorizing The Executive Director To Submit An Application To The California Debt Limit Allocation Committee In Order To Receive An Allocation Of Tax Exempt Bonds Associated With The Securing Of Financing For Bernal Dwellings And/Or Yerba Buena Plaza East With Future Indebtedness To Be Repaid By Hope Vi Funds Placed In An Escrow Account

(K) Resolution Amending The San Francisco Housing Authority Procurement Policy, Adjusting The Threshold For Commission-Level Approval From Those Purchases And Contracts Over $100,000.00 To Those Purchases And Contracts Over $25,000.00

(L) Resolution Requiring The San Francisco Housing Authority To Transmit A Copy Of All Requests For Proposals And/Or Requests For Qualifications Issued By The Authority To The Members Of The Board Of Commissioners.

(M) Resolution Authorizing The Executive Director To Enter Into A Contract With The Firm Of Kutak Rock For Bond Counsel Services In Relation To Bond Issuances, Taxable Or Tax-Exempt, For Financing Bernal Dwellings And Yerba Buena Plaza East For An Amount Not-To-Exceed $300,000.00

(N) Resolution Authorizing The Executive Director To Enter Into An Agreement With The Firm Of Newman & Associates, Inc. For Underwriting Bond Services For An Amount Not-To-Exceed $310,000.00

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. EXECUTIVE SESSION

Closed session Conference with Legal Counsel to discuss and take action per Government Code Section 54956.9 *et seq*. Regarding Karen Jasper v SFHA, Case No. 984615.

14. RECONVENING OF COMMISSION MEETING

15. PRESENTATION

Presentation regarding rules and applications of Government Code Section 54950, et. seq. ("the Brown Act") to the proceedings of the San Francisco Housing Authority.

16. ADJOURNMENT

Ann Davis

Ann Davis
Acting Commission Secretary

SAN FRANCISCO HOUSING AUTHORITY

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NOTICE OF MEETING OF THE CITY & COUNTY OF SAN FRANCISCO HOUSING AUTHNORITY COMMISSION

DATE: June 11, 1998

TIME: 2:00 p.m.

Location: 440 Turk Street - Commission Room of the SFHA

Please Take Notice that the City of San Francisco Housing Authority Commission will hold its next regular meeting on June 11, 1998 at 2:00 p.m. in the Commission Room located at 440 Turk Street, Ground Floor. This will be a special training workshop on SFHA Policy, given by Zirl Smith & Associates. Materials will be distributed at the Workshop.

A copy of the agenda for the meeting will be posted at least 72 hours before such meeting. A copy of the written materials which will be submitted to the SFHA Commissioners may be reviewed by any interested person at the public counter at the SFHA during regular business hours following the posting of the agenda.

This Notice of the Date, Time and location of the next regular meeting of the SFHA Commission meeting is given this 8th day, of June, 1998.

June 5, 1998

Ann Davis
Acting Commission Secretary

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, JUNE 11, 1998 AT 2:15 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

98

NOTICE and AGENDA
June 11, 1998

1. ROLL CALL:

PRESENT *Sululagi Palega, Sr., President*
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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2. APPROVAL OF AGENDA:

None

3. APPROVAL OF MINUTES

None

4. GENERAL COMMUNICATIONS:

None

5. REPORT OF SECRETARY:

None

6. COMMITTEE REPORT:

(Legal Committee): *Nothing to report*

(Diversity Committee): *Nothing to report*

(Personnel Committee): Nothing to report.

7. REPORT OF COUNSEL:

None

8. TENANT REPRESENTATIVE REPORT:

None

9. PUBLIC COMMENTS ON AGENDA ITEMS LIMITED TO 3 MINUTES

NOTE: *The public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS:

None

11. NEW BUSINESS:

SFHA Policy Workshop Given by Zirl Smith & Associates.
Training Materials will be distributed at the Workshop.

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. EXECUTIVE SESSION

None

14. RECONVENING OF COMMISSION MEETING

None

15. ADJOURNMENT

Ann Davis
Acting Commission Secretary

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, JUNE 25, 1998 AT 2:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

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NOTICE and AGENDA
June 25, 1998

1. ROLL CALL:

PRESENT *Sululagi Palega, Sr., President*
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

2. APPROVAL OF AGENDA:

June 25 Agenda

3. APPROVAL OF MINUTES

June 11, 1998 Regular Minutes
May 28, 1998 Annual Minutes
May 28, 1998 Regular Minutes

4. GENERAL COMMUNICATIONS:

5. REPORT OF SECRETARY:

6. COMMITTEE REPORT:

(Legal Committee): *Discussion On The Recommendations For meeting the Legal Department Staffing needs. (Same as unfinished business)*

(Diversity Committee): *Commissioner Fong Will Be Giving A Welcome And an Orientation On The Diversity Committee, As Well As An Explanation Of What The Diversity Committee Is Trying To Achieve.*

(Personnel Committee): Reporting on their study of the Personnel Policies and Procedures.

7. REPORT OF COUNSEL:

None

8. TENANT REPRESENTATIVE REPORT:

Mr. Clarence Brown, President of City Wide Senior/Disabled will be giving a report on the Status of the Senior Buildings and requesting more assistance for the computer classes given to the seniors.

Ms. Ozan, President of the PHTA, will be requesting the use of the room next to the PHTA office as well as inquiring about the insurance for the van issued to PHTA.

9. PUBLIC COMMENTS ON AGENDA ITEMS LIMITED TO 3 MINUTES

NOTE: *The public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS:

Discussion by the Legal Committee on:

1. *Legal sub-committee recommendations to hire a staff of no more than four permanent employee attorneys for litigation and general legal advise to staff*

   Legal sub-committee alternative recommendations:

2. *Recommendation to retain a law firm with expertise and experience in local government law and administration and public housing law to serve as General Counsel to the San Francisco Housing Authority*

3. *Recommendation to call on the City Attorney's office to serve as General Counsel for the San Francisco Housing Authority.*

11. NEW BUSINESS:

(A) Resolution Adopting The Capital Development Activity Policy To Address And Clarify The Policy Of The Commission Of The Housing Authority Of The City And County Of San Francisco On Issues Related To Capital Development Activity Of The San Francisco Housing Authority

(B) Amendment Of Contract No. 98010 With Goldfarb & Lipman For An Amount Not To Exceed $50,000 To Provide General Corporate Legal Services In Connection With The Hayes Valley Development For The San Francisco Housing Authority

(C) Resolution Authorizing The Executive4 Director To Enter Into A Contract With Hanson, Bridgett, Marcus, Vlahos & Rudy For Legal Services In An Amount Not To Exceed $100,000

(D) Resolution Authorizing The 1998 Comprehensive Grant Program Annual Submittal And Annual Statement And Certifying That The Authority Will Comply With All Applicable Comprehensive Grant Program Requirements

(E) Resolution Authorizing The Executive Director To Enter Into A Contract With Ghiotti Brothers For BID 98-06 Site Work Construction At CAL 1-18(2), Yerba Buena Plaza East Housing Development In The Amount Of $824,141.00

(F) Resolution Authorizing The Executive Director To Submit An Application To The United States Department Of Housing And Urban Development (HUD) For HOPE VI Implementation Grant Funding For The Sunnydale (CAL 1-3) Housing Development In The Amount Of $35,000,000

(G) Resolution Authorizing The Executive Director To Submit An Application To The United States Department Of Housing And Urban Development (HUD) For HOPE VI Implementation Grant Funding For The Hayes Valley Cal 1-87(7) (Velasco/Sunnydale) Housing Development In The Amount Of $5,000,000

(H) Resolution Authorizing The San Francisco Housing Authority To Negotiate A Memorandum Of Understanding (MOU) With The First Ranked Firm And If Unsuccessful After 6 Months To Negotiate An MOU With The Second Ranked Firm For The North Beach (CAL 1-11)

(I) Resolution Authorizing The Executive Director To Negotiate And Execute An Option For A Ground lease With TODCO, In Order For TODCO To Secure Section 202 Funding And Develop Senior Housing Over That Portion Of The Parking Lot Fronting Howard Street On The Housing Authority's Property At Clementina Towers, And To Allocate The Net Commercial Income From The Site Proportionately Between The Housing Authority And TODCO For The Benefit Of Residents Of The New Improvements To Clementina Towers, Provision Of Additional Services To Residents Of Clementina Towers, And Other Uses As Approved By The Housing Authority

(J) Resolution Amending The By-Laws Of The Housing Authority Of The City And County Of San Francisco To Provide That The Annual Meeting Of The Authority Will Be Held On The Second Thursday In September Instead Of The Forth Thursday Of May

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. EXECUTIVE SESSION

Discussion regarding Derrald Etheley v San Francisco Housing Authority, San Francisco Superior Court No. 981086 Government Code Section 54956.9

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

Ann Davis
Acting Commission Secretary

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NOTICE

A SPECIAL MEETING OF THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO WILL BE HELD AT 5:00 P.M. IN THE COMMISSION ROOM, ON THURSDAY, JULY 16, 1998 AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA.

AGENDA
July 16, 1998
(Revised)

1) ROLL CALL

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

2) APPROVAL OF AGENDA

3) PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS

NOTE: The Public will have the opportunity to comment on Agenda and Non-Agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423.

4). NEW BUSINESS

A) Resolution Ratifying and Reaffirming The Execution of an Employment Contract with Ronnie Davis as Executive Director of the San Francisco Housing Authority

B) Resolution Ratifying and Reaffirming the Approval and Execution of a Memorandum of Understanding Between the San Francisco Housing Authority and the Carpenters Union, Local No. 22 Bargaining Unit

C) Resolution Ratifying and Reaffirming the Approval and Execution of a Memorandum of Understanding Between the San Francisco Housing Authority and the Carpet, Linoleum and Soft Tile Workers Union, Local No. 12 Bargaining Unit

D) Resolution Ratifying and Reaffirming the Approval and Execution of a Memorandum of Understanding Between the San Francisco Housing Authority and the Electrical Workers Union, Local No. 6 Bargaining Unit

E) Resolution Ratifying and Reaffirming the Approval and Execution of a Memorandum of Understanding Between the San Francisco Housing Authority and the Glaziers Union, Local No. 718 Bargaining Unit

F) Resolution Ratifying and Reaffirming the Approval and Execution of a Memorandum of Understanding Between the San Francisco Housing Authority and the Plumbers and Steamfitters Union, Local No. 38 Bargaining Unit

5) ADJOURNMENT

Ronnie Davis
Executive Director

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NOTICE

THE REGULARLY SCHEDULED MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO WILL BE HELD ON THURSDAY, JULY 23, 1998 AT 2:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA
July 23, 1998
[REVISED]

1. ROLL CALL

   Sululagi Palega, Sr., President
   Paula Kitses, Vice President
   Lee Alford, Commissioner
   Shirley Byrd, Commissioner
   Rev. Norman Fong, Commissioner
   Richard Ford, Commissioner
   Marisa Moret, Commissioner

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

   Regular Meeting - July 9, 1998
   Special Meeting - July 16, 1998

4. GENERAL COMMUNICATIONS

5. REPORT OF SECRETARY

6. COMMITTEE REPORTS

   Diversity Committee

   Personnel Committee

6. COMMITTEE REPORTS (cont..)

Legal Committee:

Recommendation regarding format of minutes
Recommendation regarding certification of resolutions

7. REPORT OF COUNSEL

8. TENANT REPRESENTATIVE REPORT:

City Wide Senior/Disabled
Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS

11. NEW BUSINESS

(A) COMMENDING ROBERT LEE BESSIX ON THE OCCASION OF HIS RETIREMENT

(B) COMMENDING ZEBEDEE HARPER ON THE OCCASION OF HIS RETIREMENT

(C) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO USE SECTION 8 RESERVE FUNDS IN AN AMOUNT NOT TO EXCEED $100,000.00 TO REMODEL THE RENTAL SPACE LOCATED AT 1237 VAN NESS AVENUE FOR OCCUPANCY BY THE LEASE HOUSING DIVISION

(D) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH ASIAN NEIGHBORHOOD DESIGN IN AN AMOUNT NOT TO EXCEED $90,000.00 TO PROVIDE ARCHITECTURAL SERVICES FOR THE SENIOR DEVELOPMENTS

(E) **[WITHDRAWN]**

(F) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH SMITH-EMERY COMPANY FOR GEOTECHNICAL ENGINEERING SERVICES AT CAL 1-5, THE BERNAL DWELLINGS HOUSING DEVELOPMENT IN THE AMOUNT OF $34,000.00

(G) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH SMITH-EMERY COMPANY FOR GEOTECHNICAL ENGINEERING SERVICES AT CAL 1-18(2), YERBA BUENA PLAZA EAST HOUSING DEVELOPMENT IN THE AMOUNT OF $42,330.00

(H) RESOLUTION AUTHORIZING DELOITTE & TOUCHE LLP TO COMMENCE BUSINESS ADVISORY SERVICES TO PROVIDE AN ASSESSMENT OF ORGANIZATIONAL AND BUSINESS PROCESS INFRASTRUCTURE RELATED TO FINANCE AND ACCOUNTING FUNCTIONS OF THE SAN FRANCISCO HOUSING AUTHORITY IN AN AMOUNT NOT TO EXCEED $75,000.00

(I) RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. EXECUTIVE SESSION

An Executive Session is scheduled pursuant to Government Code §54956.9(a) to discuss an existing litigation matter: *Jasper v. San Francisco Housing Authority*, Superior Court Case No. 984615.

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

Ronnie Davis

RONNIE DAVIS
Executive Director

SAN FRANCISCO HOUSING AUTHORITY

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NOTICE

THE REGULARLY SCHEDULED MEETING OF THE
SAN FRANCISCO HOUSING AUTHORITY COMMISSION
WILL BE HELD ON THURSDAY, AUGUST 13, 1998 AT 2:00 P.M.
AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA
August 13, 1998

1. ROLL CALL

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

4. GENERAL COMMUNICATIONS

5. REPORT OF SECRETARY

6. COMMITTEE REPORTS

7. REPORT OF COUNSEL

8. TENANT REPRESENTATIVE REPORT:

City Wide Senior/Disabled
- Report on Status of Rehab Work in the Senior Buildings
- Support for the Executive Director by Senior Residents

Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS

11. NEW BUSINESS

(A) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH THE SAN FRANCISCO ECONOMIC OPPORTUNITY COUNCIL (EOC) FOR THE PURPOSE OF CONSTRUCTING AN INFANT AND TODDLER PLAY STRUCTURE BETWEEN THE OSCARYNE WILLIAMS (85 TURNER TERRACE) AND CLEO WALLACE (71 TURNER TERRACE) CHILDCARE CENTERS AT POTRERO ANNEX (CAL 1-10) FOR AN AMOUNT NOT TO EXCEED $51,000

(B) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH WESTERN ROOFING SERVICE FOR ROOFING AND WATERPROOFING WORK AT CAL 1-18(6) PING YUEN NORTH IN THE AMOUNT OF $341, 911.00

(C) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH WESTERN ROOFING SERVICE FOR ROOFING AND WATERPROOFING WORK AT CAL 1-1, HOLLY COURTS IN THE AMOUNT OF $539,584.00

(D) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO INCREASE THE ENCUMBRANCE OF ATLAS ELEVATOR COMPANY PURCHASE ORDER NO. 10779 IN AN AMOUNT NOT TO EXCEED $35,000.00

(E) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE ORDER TO S&C MOTORS FOR THE PROCUREMENT OF TWO (2) 1998 FORD CONTOUR GL - 4 DOOR SEDANS FOR THE LEASED HOUSING DIVISION IN AN AMOUNT NOT TO EXCEED $33,000.00

(F) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE ORDER TO CORPORATE INTERIORS, INC. FOR THE PROCUREMENT OF OFFICE FURNITURE FOR THE LEASED HOUSING DIVISION IN AN AMOUNT NOT TO EXCEED $66,000.00

(G) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH ASIAN NEIGHBORHOOD DESIGN IN AN AMOUNT NOT TO EXCEED $90,000.00 TO PROVIDE ARCHITECTURAL SERVICES FOR SENIOR DEVELOPMENTS

(H) RESOLUTION AUTHORIZING THE 1998 COMPREHENSIVE GRANT PROGRAM ANNUAL SUBMITTAL AND ANNUAL STATEMENT AND CERTIFYING THAT THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO WILL COMPLY WITH ALL APPLICABLE COMPREHENSIVE GRANT PROGRAM REQUIREMENTS

(I) RESOLUTION AUTHORIZING THE APPROVAL AND RATIFICATION OF AMENDMENT #1 OF CONTRACT #97059 WITH DELOITTE AND TOUCHE LLP TO PROVIDE ACCOUNTING FUNCTIONS OF THE AUTHORITY IN AN AMOUNT NOT TO EXCEED $75,000.00

(J) RESOLUTION REQUIRING TRANSLATION AND POSTING OF THE TRANSLATED AGENDA FOR ALL MEETINGS OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

(K) RESOLUTION DIRECTING CHANGES IN THE FORMAT OF THE MINUTES OF THE MEETINGS OF THE SFHA COMMISSION

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. EXECUTIVE SESSION

An Executive Session is scheduled pursuant to:

Government Code §54956.9(a) to discuss the following existing litigation matters:
Etheley v. San Francisco Housing Authority, Superior Court Case No. 981086
Jasper v. San Francisco Housing Authority, Superior Court Case No. 984615
Jimenez v. San Francisco Housing Authority, Superior Court Case No. 98657

Government Code §54957.6 to discuss:
Personnel: Employment terms and conditions of General Counsel.

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

Ronnie Davis

RONNIE DAVIS, EXECUTIVE DIRECTOR

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NOTICE

A SPECIAL MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO WILL BE HELD ON THURSDAY, AUGUST 20, 1998 AT 4:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

AGENDA
SPECIAL MEETING - AUGUST 20, 1998

1. ROLL CALL

   Sululagi Palega, Sr., President
   Paula Kitses, Vice President
   Lee Alford, Commissioner
   Shirley Byrd, Commissioner
   Rev. Norman Fong, Commissioner
   Marisa Moret, Commissioner

2. APPROVAL OF AGENDA

3. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

   NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 4, the public will have the opportunity to comment on items not on the agenda.*

4. NEW BUSINESS

   (A) RESOLUTION AUTHORIZING THE 1998 COMPREHENSIVE GRANT PROGRAM ANNUAL SUBMITTAL AND ANNUAL STATEMENT AND CERTIFYING THAT THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO WILL COMPLY WITH ALL APPLICABLE COMPREHENSIVE GRANT PROGRAM REQUIREMENTS

SAN FRANCISCO HOUSING AUTHORITY

5. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

6. EXECUTIVE SESSION

An Executive Session is scheduled pursuant to:

Government Code §54956.9(a) to discuss the following existing litigation matters:
Etheley v. San Francisco Housing Authority, Superior Court Case No. 981086
Jasper v. San Francisco Housing Authority, Superior Court Case No. 984615
Jimenez v. San Francisco Housing Authority, Superior Court Case No. 98657

7. RECONVENING OF COMMISSION MEETING

8. ADJOURNMENT

Ronnie Davis

RONNIE DAVIS, EXECUTIVE DIRECTOR

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THE REGULARLY SCHEDULED MEETING OF THE
SAN FRANCISCO HOUSING AUTHORITY COMMISSION
WILL BE HELD ON THURSDAY, AUGUST 27, 1998 AT 2:00 P.M.
AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA
August 27, 1998

1. ROLL CALL

   Sululagi Palega, Sr., President
   Paula Kitses, Vice President
   Lee Alford, Commissioner
   Shirley Byrd, Commissioner
   Rev. Norman Fong, Commissioner
   Marisa Moret, Commissioner

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES:

   Regular Meeting of July 23, 1998
   Regular Meeting of August 13, 1998
   Special Meeting of August 18, 1998

4. GENERAL COMMUNICATIONS

5. REPORT OF SECRETARY

6. COMMITTEE REPORTS

7. REPORT OF COUNSEL

8. TENANT REPRESENTATIVE REPORT:

   City Wide Senior/Disabled: Report on Status of Rehab Work in the Senior Buildings
   Support for the Executive Director by Senior Residents

SAN FRANCISCO HOUSING AUTHORITY

Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS

11. NEW BUSINESS

(A) RESOLUTION AUTHORIZING AND RATIFYING THE EXECUTION OF A CONTRACT WITH THE SAN FRANCISCO ECONOMIC OPPORTUNITY COUNCIL (EOC) FOR THE PURPOSE OF CONSTRUCTING AN INFANT AND TODDLER PLAY STRUCTURE BETWEEN THE OSCARYNE WILLIAMS (85 TURNER TERRACE) AND CLEO WALLACE (71 TURNER TERRACE) CHILDCARE CENTERS AT POTRERO ANNEX (CAL. 1-10) FOR AN AMOUNT NOT TO EXCEED $51,000

(B) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH WESTERN ROOFING SERVICE FOR ROOFING AND WATERPROOFING WORK AT CAL 1-18(6) PING YUEN NORTH IN THE AMOUNT OF $341, 911.00

(C) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH WESTERN ROOFING SERVICE FOR ROOFING REPLACEMENT WORK AT CAL 1-1, HOLLY COURTS IN THE AMOUNT OF $539,584.00

(D) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE AND RATIFY AMENDMENT #2 OF THE CONTRACT #P5008-008 FOR ATLAS ELEVATOR COMPANY IN AN AMOUNT NOT TO EXCEED $35,000.00

(E) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE ORDER TO S&C MOTORS FOR THE PROCUREMENT OF TWO (2) 1998 FORD CONTOUR GL - 4 DOOR SEDANS FOR THE LEASED HOUSING DIVISION IN AN AMOUNT NOT TO EXCEED $33,000.00

(F) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE ORDER TO CORPORATE INTERIORS, INC. FOR THE PROCUREMENT OF OFFICE FURNITURE FOR THE LEASED HOUSING DIVISION IN AN AMOUNT NOT TO EXCEED $66,000.00

(G) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH ASIAN NEIGHBORHOOD DESIGN IN AN AMOUNT NOT TO EXCEED $90,000.00 TO PROVIDE ARCHITECTURAL SERVICES FOR SENIOR DEVELOPMENTS

SAN FRANCISCO HOUSING AUTHORITY

(H) RESOLUTION AUTHORIZING THE APPROVAL AND RATIFICATION OF AMENDMENT #1 OF CONTRACT #97059 WITH DELOITTE AND TOUCHE LLP TO PROVIDE ACCOUNTING SUPPORT SERVICES FOR THE FINANCE AND ACCOUNTING FUNCTIONS OF THE AUTHORITY IN AN AMOUNT NOT TO EXCEED $75,000.00

(I) RESOLUTION REQUIRING TRANSLATION AND POSTING OF THE TRANSLATED AGENDA FOR ALL MEETINGS OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

(J) RESOLUTION DIRECTING CHANGES IN THE FORMAT OF THE MINUTES OF THE MEETINGS OF THE SFHA COMMISSION

(K) RESOLUTION ESTABLISHING THE FINANCE COMMITTEE OF THE COMMISSION OF THE SFHA

(L) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE SAN FRANCISCO CONSERVATION CORPS TO PROVIDE FUNDS FOR PLAYGROUND IMPROVEMENTS AT SIX (6) SITES: CAL 1-3, SUNNYDALE; CAL 1-9, WESTBROOK; CAL 1-15, PING YUEN, CAL 1-16, ALEMANY; AND CAL 1-18(4) ALICE GRIFFITH (TWO PLAYGROUNDS) IN THE AMOUNT OF $276,248.00

(M) RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE SEIU LOCAL NO. 14 BARGAINING UNIT (CUSTODIANS)

(N) RESOLUTION APPROVING THE LOW INCOME OPERATING PROGRAM BUDGET, REVISION 1, FOR THE FISCAL PERIOD OCTOBER 1. 1997 TO SEPTEMBER 30, 1998 COVERING LOW INCOME DEVELOPMENTS UNDER CONTRACT SF-255

(O) RESOLUTION APPROVING THE LOW INCOME OPERATING PROGRAM BUDGET FOR THE FISCAL PERIOD OCTOBER 1, 1998 TO SEPTEMBER 30, 1999 COVERING LOW INCOME DEVELOPMENTS UNDER CONTRACT SF-255

(P) RESOLUTION APPROVING THE SECTION 8 HOUSING ASSISTANCE PAYMENT PROGRAM BUDGET FOR THE FISCAL PERIOD OCTOBER 1, 1997 TO SEPTEMBER 30, 1998 COVERING LOW INCOME DEVELOPMENTS UNDER CONTRACT SF-255

(Q) RESOLUTION APPROVING THE SECTION 8 HOUSING ASSISTANCE PAYMENT PROGRAM BUDGET FOR THE FISCAL PERIOD OCTOBER 1, 1998 TO SEPTEMBER 30, 1999 COVERING LOW INCOME DEVELOPMENTS UNDER CONTRACT SF-255

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. EXECUTIVE SESSION

An Executive Session is scheduled pursuant to Government Code §54956.9(a) to discuss the existing litigation matter of *Honeywell vs. SFHA*, US District Court No. C-97-4314 TEH.

SAN FRANCISCO HOUSING AUTHORITY

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

RONNIE DAVIS, EXECUTIVE DIRECTOR

SAN FRANCISCO HOUSING AUTHORITY
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SPECIAL MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY RETREAT

CATHEDRAL HILL HOTEL
1101 Van Ness Avenue
San Francisco, California
SATURDAY, SEPTEMBER 19, 1998
9:00 A.M. - 7:00 P.M.

AGENDA

I. ROLL CALL

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Marisa Moret, Commissioner

II. APPROVAL OF AGENDA

The Commission will receive reports and presentations from SFHA staff and consultant Zirl Smith of Zirl Smith & Associates, Inc. The Commission will not adopt any resolutions at this meeting.

III. PUBLIC COMMENT: Limited to 2 minutes per speaker

SAN FRANCISCO HOUSING AUTHORITY

MORNING SESSION: 9:00 A.M. - 12:00 P.M.

IV. STAFF PRESENTATIONS: HOPE VI

V. OVERVIEW OF THE GOVERNANCE AND STRATEGIC PLANNING PROCESS AND APPROACH

VI. SESSION GOALS AND EXPECTATIONS

VII. APPLICATION OF THE STRATEGIC PLANNING PROCESS

VIII. TAKING A DETAILED LOOK AT THE ORGANIZATION:

Organizational Mission (Statement)
Board and Staff Relations: Role Definitions and Exceptions
Policy Formulation and Management: Policy Briefs
Defining Outcomes and Information Requirements
Organizational Goals
Performance Standards and Evaluation

LUNCH BREAK: Approximately 12:00 p.m. - 1:00 p.m.

IX. CLOSED SESSION under Government Code §54956.8, 54956.9 and 54957:

- Conference with General Counsel regarding anticipated litigation
- Conference with General Counsel and Executive Director regarding personnel performance and evaluation
- Conference with General Counsel and Executive Director regarding real estate negotiations pertaining to HOPE VI sites

LATE AFTERNOON SESSION: 4:00 P.M. to 7:00 P.M.

X. DRAFTING THE ACTION PLAN

Application of Policy Management to Capital Programs (HOPE VI, etc.)

Organizational Objectives - Action Steps
Plan Implementation:
Responsibility Chart
Time Line
Budgetary Information/Considerations

SAN FRANCISCO HOUSING AUTHORITY

XI. APPLICATION AND ASSESSMENT
CASE STUDY
PLENARY SESSION

XII. CLOSURE
NEXT STEP(S)

XIII. ADJOURNMENT

Carl L. Williams
for Ronnie Davis
Executive Director

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198

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NOTICE

THE REGULARLY SCHEDULED MEETING OF THE
SAN FRANCISCO HOUSING AUTHORITY COMMISSION
WILL BE HELD ON THURSDAY, OCTOBER 8, 1998 AT 2:00 P.M.
AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA
October 8, 1998

1. ROLL CALL

   Sululagi Palega, Sr., President
   Paula Kitses, Vice President
   Lee Alford, Commissioner
   Shirley Byrd, Commissioner
   Rev. Norman Fong, Commissioner
   Marisa Moret, Commissioner

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES:

4. GENERAL COMMUNICATIONS

5. REPORT OF SECRETARY

6. COMMITTEE REPORTS

   Reports by Vice President Kitses and Commissioner Moret pertaining to their recent trip to Washington D.C. and meeting with various HUD officials

   Vice President Kitses will report on her concerns regarding the Authority's policy to conduct background checks of applicants for employment

COMMITTEE REPORTS (cont.)

Personnel Committee - Nothing to Report

Diversity Committee - Nothing to Report

Legal Committee - Nothing t o Report

7. REPORT OF COUNSEL

8. TENANT REPRESENTATIVE REPORT:

City Wide Senior/Disabled:

Public Housing Tenants Association (PHTA) - Report regarding Women's Conference, October 21

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS

None

11. NEW BUSINESS

(A) RESOLUTION TO ADOPT THE SAN FRANCISCO HOUSING AUTHORITY REVISED PERSONNEL POLICY GOVERNING PROGRAM MANAGEMENT FOR THE HUMAN RESOURCES DEPARTMENT

(B) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PROVIDED THAT THE BID DOES NOT EXCEED THE ENGINEERS COST ESTIMATE BY MORE THAN TWENTY PERCENT FOR REPLACEMENT OF MAIN SITE HEATING LINES AND DOMESTIC HOT WATERLINES AT CAL 1-18(4) ALICE GRIFFITH

NEW BUSINESS (cont.)

(C) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AND NEGOTIATE THE TERMS OF A CONTRACT WITH GOLDFARB & LIPMAN FOR TRANSACTIONAL LEGAL SERVICES PERTAINING TO HOPE VI REDEVELOPMENT FOR AN AMOUNT NOT TO EXCEED $275,000.00

(D) RESOLUTION AUTHORIZING THE SAN FRANCISCO HOUSING AUTHORITY ("SFHA") TO FORM A SINGLE PURPOSE NONPROFIT HOUSING DEVELOPMENT CORPORATION TO ASSIST IN THE SFHA BERNAL DWELLINGS DEVELOPMENT AND APPROVING CERTAIN ACTIONS IN CONNECTION WITH THE NONPROFIT CORPORATION

(E) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT AN APPLICATION FOR THE 1999 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR THE ALICE GRIFFITH FENCE ACKNOWLEDGING RELATED RESPONSIBILITIES AND LIMITATIONS

(F) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT AN APPLICATION FOR THE 1999 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR NINE PLAYGROUNDS AND THREE PATIO FURNISHINGS FOR SENIOR CITIZENS ACKNOWLEDGING RELATED RESPONSIBILITIES AND LIMITATIONS

(G) CONSIDERATION REGARDING POSSIBLE CHANGES IN THE SECOND REGULARLY SCHEDULED MEETING FOR NOVEMBER AND DECEMBER 1998

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. EXECUTIVE SESSION

An Executive Session is scheduled with the General Counsel pursuant to Government Code §54956.9(a) to discuss pending litigation.

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

RONNIE DAVIS, EXECUTIVE DIRECTOR

SAN FRANCISCO HOUSING AUTHORITY

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NOTICE

THE REGULARLY SCHEDULED MEETING OF THE
SAN FRANCISCO HOUSING AUTHORITY COMMISSION
WILL BE HELD ON THURSDAY, OCTOBER 22, 1998 AT 2:00 P.M.
AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA
October 22, 1998

1. ROLL CALL

   Sululagi Palega, Sr., President
   Paula Kitses, Vice President
   Lee Alford, Commissioner
   Shirley Byrd, Commissioner
   Rev. Norman Fong, Commissioner
   Marisa Moret, Commissioner

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES:

4. GENERAL COMMUNICATIONS

5. REPORT OF SECRETARY

   Schedule of Community Development Block Grant Review
   Update on Bernal Dwellings and Plaza East HOPE VI Grant

6. COMMITTEE REPORTS

   Personnel Committee - Nothing to Report

COMMITTEE REPORTS (cont.)

Diversity Committee

Legal Committee - Nothing to Report

7. REPORT OF COUNSEL

8. TENANT REPRESENTATIVE REPORT:

City Wide Senior/Disabled:
Public Housing Tenants Association

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS

None

11. NEW BUSINESS

(A) CONSIDERATION OF COMMISSION POLICY REGARDING ELECTIONS OF TENANT ASSOCIATION OFFICERS

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. EXECUTIVE SESSION

An Executive Session is scheduled with the General Counsel pursuant to Government Code §54956.9 to discuss the following matters:

Existing Litigation: *Iconco, Inc. vs. San Francisco Housing Authority*

Anticipated Litigation: Unspecified number of potential cases arising from background checks of prospective employees

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

RONNIE DAVIS, EXECUTIVE DIRECTOR

SAN FRANCISCO HOUSING AUTHORITY

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NOTICE

THE REGULARLY SCHEDULED MEETING OF THE
SAN FRANCISCO HOUSING AUTHORITY COMMISSION
WILL BE HELD ON THURSDAY, NOVEMBER 12, 1998 AT 2:00 P.M.
AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA
November 12, 1998

1. ROLL CALL

   Sululagi Palega, Sr., President
   Paula Kitses, Vice President
   Lee Alford, Commissioner
   Shirley Byrd, Commissioner
   Rev. Norman Fong, Commissioner
   Marisa Moret, Commissioner

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES:

   October 8, 1998
   October 22, 1998

4. GENERAL COMMUNICATIONS

5. REPORT OF SECRETARY:

   Visit to San Francisco and to San Francisco Housing Authority by Ms. Sunia Zaterman, Executive Director of the Council of Large Public Housing Authorities (CLPHA) on Monday, November 9, 1998

REPORT OF SECRETARY (cont...)

Visit to San Francisco Housing Authority by a Delegation from Hong Kong on November 10, 1998

Visit and tour last week by staff from Oakland Housing Authority to observe the SFHA Force Account Operations

Executive Director Ronnie Davis will meet on November 12, 1998 with Harold Lucas, Assistant Secretary for Public Housing and Indian Housing, and other HUD officials

Planning for upcoming visit to San Francisco and to San Francisco Housing Authority by Cordell Cooper, Assistant Secretary for Community Development and Planning

Report on crime statistics for period of May 1998 through September 30, 1998

Financial Report

Appointment of Vernon Grigg III to the Commission

6. COMMITTEE REPORTS

Personnel Committee - Nothing to Report
Diversity Committee - Nothing to Report
Legal Committee - Nothing to Report

7. REPORT OF GENERAL COUNSEL

Summary of Brown Act requirements regarding Standing Committees of the Commission

Notification regarding second meeting in November

Report on Log of "Commission Request of Executive Director"

8. TENANT REPRESENTATIVE REPORT:

City Wide Senior/Disabled
Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS

None

11. NEW BUSINESS

(A) RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF SECTION 8 RESERVES TO ADVERTISE THE AVAILABILITY OF 400 UNITS UNDER THE PROJECT BASED CERTIFICATE PROGRAM IN THE AMOUNT NOT TO EXCEED $10,000.00

(B) RESOLUTION APPROVING THE MISSION STATEMENT FOR THE DIVERSITY COMMITTEE OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION

(C) RESOLUTION AMENDING THE BYLAWS OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION TO ESTABLISH STANDING COMMITTEES OF PERSONNEL, FINANCE AND DIVERSITY

(D) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO YEAR INTER-GOVERNMENTAL AGREEMENT WITH THE SAN FRANCISCO POLICE DEPARTMENT FOR CONTINUATION OF SUPPLEMENTAL POLICE SERVICES AT HOUSING AUTHORITY DEVELOPMENTS IN AN AMOUNT NOT TO EXCEED $1,611,500.00

(E) RESOLUTION RATIFYING THE EXECUTIVE DIRECTOR'S EXECUTION OF THE LETTER OF AGREEMENT AMENDING CONTRACT NO. 98044 WITH SCA ENVIRONMENTAL INC. TO PROVIDE ADDITIONAL ENVIRONMENTAL CONSULTING SERVICES FOR THE SOIL AND GROUNDWATER ASSESSMENT AT A PORTION OF THE SITE FORMERLY OCCUPIED BY BERNAL DWELLINGS, CAL 1-5 IN AN AMOUNT NOT TO EXCEED $37,405.00

(F) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO BIND THE SAN FRANCISCO HOUSING AUTHORITY'S GENERAL LIABILITY INSURANCE AND TO EXECUTE A PURCHASE ORDER FOR PAYMENT TO HOUSING AUTHORITY RISK RETENTION GROUP IN AN AMOUNT NOT TO EXCEED $ 1,276,465.00

NEW BUSINESS (cont..)

(G) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE PRIVATE INDUSTRY COUNCIL OF SAN FRANCISCO, INC. TO FOSTER EMPLOYMENT TRAINING AND PROVIDE EMPLOYMENT OPPORTUNITIES FOR SAN FRANCISCO HOUSING AUTHORITY RESIDENTS

(H) RESOLUTION DIRECTING THAT EXECUTIVE DIRECTOR BE SIGNATORY TO EACH DOCUMENT THAT REQUIRES APPROVAL AND ADOPTION BY THE COMMISSION

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. CLOSED SESSION

A closed session is scheduled with the General Counsel under Government Code §54956.9 to discuss pending litigation concerning lease enforcement of "One-Strike You're Out" provisions

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

Ronnie Davis

RONNIE DAVIS, EXECUTIVE DIRECTOR

SAN FRANCISCO HOUSING AUTHORITY

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ADDENDUM TO NOTICE
THE REGULARLY SCHEDULED MEETING OF THE
SAN FRANCISCO HOUSING AUTHORITY COMMISSION
WILL BE HELD ON THURSDAY, NOVEMBER 12, 1998 AT 2:OOP.M.
AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

ADDENDUM TO AGENDA

11. NEW BUSINESS

(I) RESOLUTION ADOPTNG POLICY BRIEF 98-2

(J) RESOLUTION ADOPTING POLICY BRIEF 98-3

Ronnie Davis

RONNIE DAVIS, EXECUTIVE DIRECTOR

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HOUSING AUTHORITY
OF THE
CITY AND COUNTY OF SAN FRANCISCO

Minutes of Regular Meeting
Monday, November 23, 1998

440 Turk Street
San Francisco, California

The Housing Authority of the City and County of San Francisco met in regular session at 440 Turk Street, San Francisco, California on Monday, November 23, 1998, at 2:00 p.m. The meeting was held on Monday, November 23, 1998 because of the Thanksgiving Holiday.

The meeting was called to order by President Palega at 2:10 p.m.

1. ROLL CALL

Roll call found the following members to be:

PRESENT: *Sululagi Palega, Sr., President*
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Marisa Moret, Commissioner

A quorum was present.

ALSO PRESENT: *Mr. Ronnie Davis, Executive Director*
Mr. Carl L. Williams, General Counsel

2. APPROVAL OF AGENDA

Commissioner Fong moved to amend the agenda to change under Committee Reports, Diversity Committee, there will be a brief report. Commissioner Alford seconded the motion. The motion was UNANIMOUSLY APPROVED. Commissioner Byrd moved to approve the amended agenda and Vice President Kitses seconded the motion. The amended agenda of November 23, 1998 was UNANIMOUSLY APPROVED.

3. APPROVAL OF MINUTES

Commissioner Moret moved to approve the minutes of November 12, 1998 and Commissioner Byrd seconded the motion. The minutes of the regular meeting of November 12, 1998 were UNANIMOUSLY APPROVED.

MIN-1 NOV 23 1998

4. GENERAL COMMUNICATIONS

Mr. Davis stated that the budgets for FY 97/98 and FY 98/99 have been approved by HUD.

5. REPORT OF SECRETARY

Nothing to report.

6. COMMITTEE REPORTS

Personnel Committee - Nothing to report.

Diversity Committee - Commissioner Fong reported that the Diversity Committee met today at noon. Vice President Kitses was also present. The Committee explored the role of property managers in welcoming new residents. The Diversity Office will come up with a check list.

Legal Committee - Nothing to report.

7. REPORT OF COUNSEL

Mr. Carl L. Williams stated that an updated log of "Commissioners Request to the Executive Director" has been distributed to the Commission.

8. TENANT REPRESENTATIVE REPORT

City Wide Senior/Disabled - Nothing to report.
Public Housing Tenants Association (PHTA) - Nothing to report.

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

None

10. UNFINISHED BUSINESS

None

11. NEW BUSINESS:

(A) RESOLUTION NO. 4744

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO YEAR INTER-GOVERNMENTAL AGREEMENT WITH THE SAN FRANCISCO POLICE DEPARTMENT FOR CONTINUATION OF SUPPLEMENTAL POLICE SERVICES AT HOUSING AUTHORITY DEVELOPMENTS IN AN AMOUNT NOT TO EXCEED $1,611,500.00

Commissioner Fong moved to adopt Resolution No. 4744 and Commissioner Moret seconded the motion.

Mr. Williams stated that there were representatives from the San Francisco Police Department present to answer any questions the Commissioners may have regarding this resolution. Commander John Portoni of the SFPD introduced himself to the Commission. Vice President Kitses requested that on page 3, section 9g of the MOU, strike the following wording in the clause: "or designee." Commissioner Byrd requested that the crime report statistics be made available to the residents also for their review and evaluation. Commander Portoni, stated that the SFPD will do a monthly recap.

Resolution No. 4744 was UNANIMOUSLY APPROVED.

(B) RESOLUTION NO. 4745

RESOLUTION RATIFYING THE EXPENDITURE OF FUNDS WITH WOLLBORG-MICHELSON FOR CLERICAL SERVICES TO SUPPORT THE SAN FRANCISCO HOUSING AUTHORITY OCCUPATIONAL HEALTH AND SAFETY PROGRAM

Commissioner Byrd moved to adopt Resolution No. 4745 and Commissioner Alford seconded the motion.

Resolution No. 4745 was UNANIMOUSLY APPROVED.

(C) RESOLUTION NO. 4746

RESOLUTION APPROVING THE CERTIFICATIONS FOR PERFORMANCE INDICATORS UNDER THE PUBLIC HOUSING MANAGEMENT ASSESSMENT PROGRAM (PHMAP)

Commissioner Byrd moved to adopt Resolution No. 4746 and Commissioner Alford seconded the motion.

Mr. Davis stated that he and staff have been doing the self assessment of the agency's performance with careful deliberations and cross checking. To ensure the accuracy of the numbers, cross administrative checks have been made. The administrators who have influence over a particular indicator have certified to the correctness of that indicator so that when the HUD conformatory teams come in, the Authority can support the self-assessment score. Mr. Davis reported a self assessment score of approximately 89, which will make the Authority a standard performer. In 1995, the agency scored in the 50's. This was the last time the Authority received a score. There was no score given in 1996 or 1997. The score of 89 can be supported although there are some areas that are subjective. Commissioner Moret requested that now that the agency has gone through and made the assessment and designated certain scoring, if the Commission could get a report from each of the administrators on the problem areas that have been identified so that the agency can concentrate on these areas. President Palega had a question regarding rent collection indicators. How long will rent arrearage stay on the books? Mr. Davis stated that this matter is being assessed. It will be reviewed by the first quarter to see how soon it can be remedied.

Resolution No. 4746 was UNANIMOUSLY APPROVED.

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA:

The following individuals filled out cards and were called on to address the Commission regarding their concerns:

Mr. Joseph Thomas, 25 Sanchez - Getting past due notices on rent owed on the 22nd of the month when it is due the 1st; also had questions on rent calculation. This matter was referred to Naja Boyd.

Cecilia Shepard, President, Hayes Valley Development and Marie Swanson, Self-Sufficiency Coordinator, Hayes Valley Housing - Gave brief report regarding November 10, Hayes Valley Community meeting which they attended.

13. CLOSED SESSION

President Palega adjourned the regular meeting of the Commission at 2:50 p.m. in order to go into Closed Session. A Closed Session was scheduled pursuant to Government Code §54957.9(a) to discuss a threatened litigation matter.

14. RECONVENING OF COMMISSION MEETING

The meeting reconvened at 3:25 p.m. Mr. Carl Williams stated that the Commission met in closed session to hear a report from General Counsel regarding possible litigation concerning a request by a group to use the community center to conduct bible studies. No action was taken by the Commission at this time. General Counsel will research the matter and apprise the Commission.

15. ADJOURNMENT

Commissioner Fong moved to adjourn the meeting and Commissioner Byrd seconded the motion. There being no further business to come before the Commission, the meeting of November 23, 1998 was adjourned at 3:30 p.m.

Ronnie Davis, Executive Director

Sululagi Palega, Sr., President

SAN FRANCISCO HOUSING AUTHORITY

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CERTIFICATE

I, **SULULAGI PALEGA**, duly appointed, President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco do hereby certify that the following:

> RESOLUTION NO. 4744: RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO YEAR INTER-GOVERNMENTAL AGREEMENT WITH THE SAN FRANCISCO POLICE DEPARTMENT FOR CONTINUATION OF SUPPLEMENTAL POLICE SERVICES AT HOUSING AUTHORITY DEVELOPMENTS IN AN AMOUNT NOT TO EXCEED $1,611,500.00

was duly adopted at the Regular Meeting of the Commission held on November 23, 1998.

Attached is a true and correct copy of the original Resolution duly adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:	**AGAINST ADOPTION:**
Sululagi Palega, Sr.	
Paula Kitses	
Lee Alford	
Shirley Byrd	
Rev. Norman Fong	
Marisa Morel	

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this ___ day of _____, 1998.

_____

Sululagi Palega
President, SFHA COMMISSION

42710

RESOLUTION NO. 4744

DATE ADOPTED: 11/23/98

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO YEAR INTER-GOVERNMENT AGREEMENT WITH THE SAN FRANCISCO POLICE DEPARTMENT FOR CONTINUATION OF SUPPLEMENTAL POLICE SERVICES AT HOUSING AUTHORITY DEVELOPMENTS, IN AN AMOUNT NOT TO EXCEED $1,611,500.

Whereas, the San Francisco Police Department (SFPD) currently provides baseline services to all residents of San Francisco; and

Whereas, the San Francisco Housing Authority (the authority) desires to improve the safety and protection provided to all residents of public housing; and

Whereas, the Authority and the SFPD together wish to work further toward a drug-free and crime-free environment at all Authority developments; and

Whereas, a resolution was adopted by the Commission on December 2, 1997, authorizing a Memorandum of Agreement (MOA) with the SFPD for supplemental police services; and

Whereas, the Housing Authority now re-affirms its sole source justification for said 1998-1999 Agreement and wishes to enter into another such inter-government agreement for a two year period with SFPD for supplemental polices services; and

Funding for this new two year agreement is subject to the availability of the 1997 and 1998 Drug Elimination Program (DEP) funds.

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE SAN FRANCISCO HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to enter into a new two year inter-governmental agreement between the San Francisco Housing Authority and the San Francisco Police Department for supplemental police services in an amount not to exceed $1,611,500.

2. This resolution shall be effective immediately.

APPROVD AS TO FORM AND LEAGALITY:

Carl L. Williams
General Counsel

11-18-98
Date

REVIEWED BY:

Ronnie Davis
Executive Director

11/18/98
Date

SAN FRANCISCO HOUSING AUTHORITY

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CERTIFICATE

I, **SULULAGI PALEGA,** duly appointed, President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco do hereby certify that the following:

RESOLUTION NO. 4745: RESOLUTION RATIFYING THE EXPENDITURE OF FUNDS WITH WOLLBORG-MICHELSON FOR CLERICAL SERVICES TO SUPPORT THE SAN FRANCISCO HOUSING AUTHORITY OCCUPATIONAL HEALTH AND SAFETY PROGRAM

was duly adopted at the Regular Meeting of the Commission held on November 23, 1998.

Attached is a true and correct copy of the original Resolution duly adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:

Sululagi Palega, Sr.
Paula Kitses
Lee Alford
Shirley Byrd
Rev. Norman Fong
Marisa Moret

AGAINST ADOPTION:

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this ____ day of _____, 1998.

_____
Sululagi Palega
President, SFHA COMMISSION

42710

Resolution No. 4745
Date Adopted: 11/23/98

RESOLUTION RATIFYING THE EXPENDITURE OF FUNDS TO WOLLBORG-MICHELSON FOR CLERICAL SERVICES TO SUPPORT ACTIVITIES OF THE OCCUPATIONAL SAFETY AND HEALTH PROGRAM

Whereas, the San Francisco Housing Authority Commission has established as policy a threshold of $25,000 for administrative purchases and service contracts, and

Whereas, this threshold was established by resolution #4860 on May 28, 1998, and

Whereas, it was recently discovered that this threshold was inadvertently exceeded by the Office of Occupational Safety and Health (OOSH) related to the hiring of "temporary" clerical assistance, and

Whereas, the clerical services were properly procured in accordance with San Francisco Housing Authority policies, and

Whereas, total costs for this service amounts to $50,000, of which $38,000 was obtained prior to adoption of the revised threshold level, and

Whereas, the $12,000 additional requires Commission ratification,

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Commission ratifies the expenditure of $12,000 to pay Wollborg-Michelson for clerical employment service
2. The Executive Director is authorized to issue payment
3. This resolution shall become effective immediately

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams
General Counsel

Date 11-18-98

REVIEWED BY:

Ronnie Davis
Executive Director

Date 11-18-98

SAN FRANCISCO HOUSING AUTHORITY

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CERTIFICATE

I, **SULULAGI PALEGA**, duly appointed, President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco do hereby certify that the following:

RESOLUTION NO. 4746: RESOLUTION APPROVING THE CERTIFICATIONS FOR PERFORMANCE INDICATORS UNDER THE PUBLIC HOUSING MANAGEMENT ASSESSMENT PROGRAM (PHMAP)

was duly adopted at the Regular Meeting of the Commission held on November 23, 1998.

Attached is a true and correct copy of the original Resolution duly adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:

Sululagi Palega, Sr.
Paula Kitses
Lee Alford
Shirley Byrd
Rev. Norman Fong
Marisa Moret

AGAINST ADOPTION:

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this ____ day of _____, 1998.

_____
Sululagi Palega
President, SFHA COMMISSION

RESOLUTION NO. 4746
DATE ADOPTED: 11/23/98

RESOLUTION APPROVING THE CERTIFICATION FOR PERFORMANCE INDICATORS UNDER THE PUBLIC HOUSING MANAGEMENT ASSESSMENT PROGRAM (PHMAP) FOR FISCAL YEAR 1998

WHEREAS, the San Francisco Housing Authority is designated by the U.S. Department of Housing and Urban Development as a "Troubled" agency; and

WHEREAS, the San Francisco Housing Authority performed an internal performance assessment in accordance with the PHMAP rule which reveals that the SFHA's management performance for fiscal year 1998 has performed at a level qualifying "Standard" agency; and

WHEREAS, the San Francisco Housing Authority is required to provide certification as to data on PHMAP performance indicators: 1) Vacancy Rate and Unit Turnaround Time; 3) Rents Uncollected; 4) Work Orders; 5) Annual Inspections; 6) Financial Management; 7) Resident Services and Community Building; and 8) Security.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT;

The San Francisco Housing Authority approves the certification under the Public Housing Management Assessment Program for performance indicators: 1) Vacancy Rate and Unit Turnaround Time; 3) Rents Uncollected; 4) Work Orders; 5) Annual Inspections; 6) Financial Management; 7) Resident Services and Community Building; and 8) Security

The President of the Commission is authorized to execute the Public Housing Management Assessment Program Certification form HUD-50072.

This resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl Williams, General Counsel

11-18-98
Date

REVIEWED BY:

Ronnie Davis, Executive Director

11/18/98
Date

SAN FRANCISCO HOUSING AUTHORITY

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NOTICE

10/98

THE REGULARLY SCHEDULED MEETING OF THE
SAN FRANCISCO HOUSING AUTHORITY COMMISSION
WILL BE HELD ON THURSDAY, DECEMBER 10, 1998 AT 2:00 P.M.
AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA
December 10, 1998

1. ROLL CALL

   Sululagi Palega, Sr., President
   Paula Kitses, Vice President
   Lee Alford, Commissioner
   Shirley Byrd, Commissioner
   Rev. Norman Fong, Commissioner
   Marisa Moret, Commissioner
   Vernon C. Grigg III, Commissioner

   SEATING OF COMMISSIONER VERNON C. GRIGG III

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES:

4. GENERAL COMMUNICATIONS

5. REPORT OF SECRETARY

6. COMMITTEE REPORTS

Personnel Committee - Nothing to Report
Diversity Committee - Nothing to Report
Legal Committee - Nothing to Report

7. REPORT OF GENERAL COUNSEL

Second Meeting in December

8. TENANT REPRESENTATIVE REPORT:

City Wide Senior/Disabled
Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS

None

11. NEW BUSINESS

(A) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND THE ADMINISTRATIVE PLAN FOR THE SECTION 8 MODERATE REHABILITATION PROGRAM TO INCORPORATE THE EQUAL OPPORTUNITY HOUSING PLAN

NEW BUSINESS (cont..)

(B) RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS PERTAINING TO THE RECONSTRUCTION, FINANCING, OPERATION AND MANAGEMENT OF THE BERNAL DWELLINGS DEVELOPMENT AND A LOAN AND GRANT AGREEMENT WITH THE BERNAL DWELLINGS LIMITED PARTNERSHIP FOR A HOPE VI LOAN IN THE AMOUNT OF UP TO $10,500,000 AND A HOPE VI GRANT IN THE AMOUNT OF UP TO $18,400,000

(C) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT AN APPLICATION TO THE CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE (CDLAC) FOR AUTHORIZATION TO ISSUE UP TO $17,000,000.00 IN TAX EXEMPT BONDS FOR BERNAL DWELLINGS AND ESTABLISH A DEPOSIT IN THE AMOUNT OF $100,000

(D) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH NIBBI BROTHERS, INC., GENERAL CONTRACTORS, FOR BUILDING CONSTRUCTION AT CAL 1-5, BERNAL DWELLINGS HOUSING DEVELOPMENT IN THE AMOUNT OF $24,287,000.00 SUBJECT TO THE AVAILABILITY OF FUNDS

(E) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH LEE INCORPORATED FOR CIVIL ENGINEERING ANALYSIS AND DESIGN SERVICES AT THE LOCAL AUTHORITY'S DEVELOPMENTS IN AN AMOUNT NOT TO EXCEED $100,000.00

(F) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO BIND THE SAN FRANCISCO HOUSING AUTHORITY'S PROPERTY INSURANCE AND TO EXECUTE A PURCHASE ORDER FOR PAYMENT TO THE HOUSING AUTHORITY PROPERTY INSURANCE COMPANY IN AN AMOUNT NOT TO EXCEED $365,000.00 AND TO EXECUTE A PURCHASE ORDER FOR PAYMENT TO THE ZURICH AMERICAN INSURANCE COMPANY IN THE AMOUNT OF $45,050 FOR EXTENDED PROPERTY COVERAGE

(G) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE ORDER TO PAY THE HOUSING AUTHORITY RISK RETENTION GROUP FOR GENERAL LIABILITY DEDUCTIBLES FOR THE 1998-99 POLICY YEAR IN AN AMOUNT NOT TO EXCEED $250,000.00

NEW BUSINESS (cont..)

(H) RESOLUTION AFFIRMING RATIFYING AND AUTHORIZING MODIFICATION OF CONTRACT OF FEBRUARY 26, 1998 BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND EMMA D. MCFARLIN, PH.D. FOR EXECUTIVE MONITOR SERVICES

(I) RESOLUTION EXTENDING AND APPROVING FUNDING FOR SECURITY SERVICES FOR PERSONAL PROTECTIVE SERVICES; BAY AREA PATROLS; W.S.B. AND ASSOCIATES, INC.; AND BURNS SECURITY IN AN AGGREGATE AMOUNT NOT TO EXCEED $5,267,104 FOR SERVICES PROVIDED THROUGH SEPTEMBER 30, 1999, SUBJECT TO FUNDING AVAILABILITY

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. CLOSED SESSION

A closed session is scheduled with the General Counsel under Government Code §54957 to discuss employment and services of Executive Monitor, Dr. Emma McFarlin; and under Government Code §54956.9(a) to discuss existing and pending litigation (case name unspecified to avoid jeopardizing existing settlement negotiations).

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

RONNIE DAVIS, EXECUTIVE DIRECTOR

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LA JUNTA REGULAR PROGRAMADA DE LA
COMISIÓN DE LA ENTIDAD DE VIVIENDAS DE SAN FRANCISCO
SE LLEVARÁ A CABO EL JUEVES 10 DE DICIEMBRE DE 1998
A LAS 2:00 P.M., EN EL 440 DE TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

AGENDA
10 de diciembre de 1998

1. LISTA

   Salulagi Palega, Sr., Presidente
   Paula Kitses, Vicepresidente
   Lee Alford, Comisionado
   Shirley Byrd, Comisionada
   Rev. Norman Fong, Comisionado
   Marisa Morel, Comisionada
   Vernon C. Grigg III, Comisionado

   ENTRADA EN FUNCIONES DEL COMISIONADO VERNON C. GRIGGS III

2. APROBACIÓN DE LA AGENDA

3. APROBACIÓN DE LAS ACTAS

4. COMUNICACIONES GENERALES

5. INFORME DEL SECRETARIO

6 INFORMES DE LOS COMITÉS

   Comité de Personal – Nada para informar
   Comité de Diversidad - Nada para informar
   Comité Legal – Nada para informar

7. INFORME DEL ABOGADO GENERAL

   Segunda reunión en diciembre

8. INFORME DEL REPRESENTANTE DE INQUILINOS

   Personas de mayor edad y discapacitados en toda la ciudad
   Asociación de inquilinos de viviendas públicas (Public Housing Tenants Association o PHTA)

9. COMENTARIOS DEL PUBLICO A PUNTOS DE LA AGENDA, LIMITADOS A DOS MINUTOS

NOTA: De acuerdo con las reglas de la Entidad de Viviendas de San Francisco que Rigen el Testimonio Público adoptadas el 2/23/95 como Determinación No. 4423, el público tendrá el derecho de hacer comentarios sobre puntos de la agenda antes de que la Comisión tome alguna medida. El público tendrá la oportunidad de hacer comentarios sobre puntos que no están en la agenda antes de la suspensión y después del punto 11.

10. ASUNTOS PENDIENTES

Ninguno

11. NUEVOS ASUNTOS

A) DETERMINACIÓN AUTORIZANDO AL DIRECTOR EJECUTIVO A ENMENDAR EL PLAN ADMINISTRATIVO DEL PROGRAMA DE REHABILITACIÓN MODERADA DE LA SECCIÓN 8 PARA INCORPORAR EL PLAN DE VIVIENDAS CON IGUALDAD DE OPORTUNIDADES.

B) DETERMINACIÓN AUTORIZANDO LA EJECUCIÓN DE DOCUMENTOS RELATIVOS A LA RECONSTRUCCIÓN, FINANCIAMIENTO, OPERACIÓN Y ADMINISTRACIÓN DE BERNAL DWELLINGS DEVELOPMENT Y DE UN CONVENIO DE PRÉSTAMO Y SUBVENCIÓN CON LA BERNAL DWELLING LIMITED PARTNERSHIP PARA UN PRÉSTAMO HOPE VI POR LA CANTIDAD DE HASTA $10,500,000 Y UNA SUBVENCIÓN HOPE VI POR LA CANTIDAD DE HASTA $18,400,000.

C) DETERMINACIÓN AUTORIZANDO AL DIRECTOR EJECUTIVO A PRESENTAR UNA SOLICITUD AL CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE (CDLCAC) PARA QUE AUTORICE LA EMISIÓN DE HASTA $17,000,000.00 EN BONOS EXENTOS DE IMPUESTOS PARA BERNAL DWELLINGS Y ESTABLEZCA UN DEPÓSITO POR LA CANTIDAD DE $100,000.

D) DETERMINACIÓN AUTORIZANDO AL DIRECTOR EJECUTIVO A CELEBRAR UN CONTRATO CON NIBBI BROTHERS, INC., CONTRATISTAS GENERALES, PARA LA CONSTRUCCIÓN DE EDIFICIOS EN CAL I-5, BERNAL DWELLINGS HOUSING DEVELOPMENT, POR LA CANTIDAD DE $24,287,000.00 SUJETO A LA DISPONIBILIDAD DE FONDOS.

E) DETERMINACIÓN AUTORIZANDO AL DIRECTOR EJECUTIVO A CELEBRAR UN CONTRATO CON LEE INCORPORATED PARA UN ANÁLISIS DE INGENIERÍA CIVIL Y SERVICIOS DE DISEÑO EN LOS DESARROLLOS DE LAS AUTORIDADES LOCALES POR UNA CANTIDAD QUE NO EXCEDA $100,000.00

F) DETERMINACIÓN AUTORIZANDO AL DIRECTOR EJECUTIVO A OBLIGAR LEGALMENTE AL SEGURO SOBRE LA PROPIEDAD DE LA ENTIDAD DE VIVIENDAS DE SAN FRANCISCO Y A EJECUTAR UNA ORDEN DE COMPRA PARA PAGO A LA EMPRESA DE SEGUROS SOBRE LA PROPIEDAD DE LA ENTIDAD DE VIVIENDAS POR UNA CANTIDAD QUE NO EXCEDA $365,000.00, Y A EJECUTAR UNA ORDEN DE COMPRA PARA PAGO A LA ZURICH AMERICAN INSURANCE COMPANY POR LA CANTIDAD DE $45,050 PARA COBERTURA AMPLIADA EN EL SEGURO SOBRE LA PROPIEDAD.

G) DETERMINACIÓN AUTORIZANDO AL DIRECTOR EJECUTIVO A EJECUTAR UNA ORDEN DE COMPRA PARA PAGAR AL GRUPO DE MANTENIMIENTO DE RIESGO DE LA ENTIDAD DE VIVIENDAS PARA DEDUCIBLES DE RESPONSABILIDAD GENERAL PARA EL AÑO DE PÓLIZA 1998-99 POR UNA CANTIDAD QUE NO EXCEDA $250,000.00

H) DETERMINACIÓN AFIRMANDO, RATIFICANDO Y AUTORIZANDO LA MODIFICACIÓN DEL CONTRATO DEL 26 DE FEBRERO DE 1998 ENTRE LA ENTIDAD DE VIVIENDAS DE SAN FRANCISCO Y EMMA D. McFARLIN, PhD POR SERVICIOS COMO MONITOR EJECUTIVO.

I) DETERMINACIÓN EXTENDIENDO Y APROBANDO EL FINANCIAMIENTO PARA SERVICIOS DE SEGURIDAD PARA SERVICIOS PERSONALES DE PROTECCIÓN; BAY AREA PATROLS; W.S.B. AND ASSOCIATES, INC. Y BURNS SECURITY EN UNA CANTIDAD TOTAL QUE NO EXCEDA $5,267,104 POR SERVICIOS PRESTADOS HASTA EL 30 DE SEPTIEMBRE DE 1999, SUJETO A LA DISPONIBILIDAD DE FONDOS.

12 COMENTARIOS DEL PÚBLICO A PUNTOS QUE NO ESTÁN EN LA AGENDA

13 SESIÓN A PUERTAS CERRADAS

Según el Código de Gobierno §54957 está programada una sesión a puertas cerradas con el Abogado General para tratar el empleo y los servicios del Monitor Ejecutivo, Dra. Emma McFarlin, y según el Código de Gobierno §54956 9(a) para tratar un litigio existente y pendiente (no se especifica el nombre del caso para evitar poner en peligro las negociaciones en curso para un convenio extrajudicial).

14. NUEVA CONVOCACIÓN DE LA JUNTA DE LA COMISIÓN

15. SUSPENSIÓN

RONNIE DAVIS, DIRECTOR EJECUTIVO

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THÔNG CÁO

ỦY BAN QUẢN LÝ CỤC GIA-CƯ SAN FRANCISCO SẼ TRIỆU TẬP BUỔI HỌP THƯỜNG LỆ VÀO 2 GIỜ CHIỀU THỨ NĂM, NGÀY 10 THÁNG 12 NĂM 1998 TẠI 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

CHƯƠNG TRÌNH NGHỊ SỰ
Ngày 10 tháng 12 năm 1998

1. THÀNH PHẦN:

Sululagi Palega, Sr.,	*Chủ tịch*
Paula Kitses,	*Phó Chủ tịch*
Lee Alford,	*Ủy viên*
Shirley Byrd,	*Ủy viên*
Linh-mục Norman Fong,	*Ủy viên*
Marisa Moret,	*Ủy viên*
Vernon C. Grigg III,	*Ủy viên*

CÓ SỰ HIỆN DIỆN CỦA VERNON C. GRIGG III

2. THÔNG QUA CHƯƠNG-TRÌNH NGHỊ-SỰ

3. THÔNG QUA NỘI DUNG THẢO LUẬN:

4. TRAO ĐỔI Ý KIẾN TỔNG QUÁT

5 BẢN CÁO CỦA BÍ-THƯ

CỤC GIA-CƯ SAN FRANCISCO

6. BÁO CÁO CỦA TIỂU-BAN

Tiểu ban Nhân viên – Không có gì để báo cáo

Tiểu ban Đa-diện – Không có gì để báo cáo

Tiểu ban Pháp-lý – Không có gì để báo cáo

7. BÁO CÁO CỦA HỘI ĐỒNG

Sẽ có buổi họp thứ Nhì trong tháng 12

8. BÁO CÁO CỦA ĐẠI DIỆN CƯ DÂN

Người già và người tàn tật khắp thành phố
Hiệp-hội Cư-dân Thuê Nhà Chánh-phủ (Public Housing Tenants Association, viết tắt là PHTA)

9. ĐỀ NGHỊ CỦA CÔNG CHÚNG DỰA THEO NHỮNG MỤC ĐƯỢC GHI VÀO CHƯƠNG-TRÌNH NGHỊ-SỰ: HẠN CHẾ TRONG 2 PHÚT

GHI-CHÚ: *Công chúng có cơ hội để đưa ra ý kiến của mình về những mục được ghi vào chương-trình nghị-sự liên quan đến Cục Gia-cư San Francisco căn cứ theo tu chỉnh án được thông qua ngày 23 tháng 2 năm 1995 số 4423. Trước khi bế mạc, sau khi thảo luận điều 11, công chúng sẽ có cơ hội để đưa ra những ý kiến không có ghi trong chương-trình nghị-sự.*

10. NHỮNG DỊCH VỤ CHƯA HOÀN THÀNH

Không có

11. NHỮNG DỊCH-VỤ MỚI

(A) GIẢI QUYẾT VIỆC ỦY QUYỀN CHO VỊ GIÁM ĐỐC HÀNH CHÁNH SỬA ĐỔI KẾ HOẠCH HÀNH CHÁNH ĐỂ CHƯƠNG TRÌNH SECTION 8 PHỤC HỒI ĐIỀU ĐỘ VỚI MỘT KẾ HOẠCH CUNG CẤP NHÀ Ở DƯỚI MỘT CƠ HỘI ĐỒNG ĐIỀU.

CỤC GIA-CƯ SAN FRANCISCO

NHỮNG DỊCH-VỤ MỚI (tiếp theo)

(B) GIẢI QUYẾT VIỆC ỦY QUYỀN VĂN KIỆN HÀNH CHÁNH LIÊN QUAN ĐẾN SỰ TÁI THIẾT, TÀI CHÁNH, ĐIỀU HÀNH VÀ QUẢN LÝ CỦA SỰ KHUẾCH TRƯƠNG KHU GIA CƯ THE BERNAL GỒM CẢ HỢP ĐỒNG ĐƯỢC VAY TIỀN VÀ TRỢ CẤP VỚI CÔNG TY CỔ PHẦN HỮU HẠN KHU GIA CƯ THE BERNAL VỀ SỰ VAY TIỀN CHO CHƯƠNG TRÌNH HOPE VI VỚI SỐ TIỀN LÊN ĐẾN $10,600,000 VÀ MỘT TRỢ CẤP VỚI SỐ TIỀN LÊN ĐẾN $18,400,000

(C) GIẢI QUYẾT VIỆC ỦY QUYỀN CHO VỊ GIÁM ĐỐC HÀNH CHÁNH NẠP ĐƠN ĐẾN CƠ QUAN GIỚI HẠN NỢ CỦA CALIFORNIA (THE CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE, VIẾT TẮT LÀ: CDLAC) ỦY QUYỀN CHO KÝ PHIẾU BẢO CHỨNG (BONDS) CAO ĐẾN $17,000,000.00 ĐƯỢC MIỄN THUẾ CHO KHU GIA CƯ BERNAL VÀ ĐÓNG KÝ QUỸ VỚI SỐ TIỀN $100,000

(D) GIẢI QUYẾT VIỆC ỦY QUYỀN CHO VỊ GIÁM ĐỐC HÀNH CHÁNH TIẾN HÀNH KÝ MỘT KHẾ ƯỚC VỚI CÔNG TY XAY DỰNG NIBBI BROTHERS, INC., ĐỂ XAY CẤT KHU GIA CƯ BERNAL TẠI CAL 1-5 VỚI SỐ TIỀN $524,287,000.00 KHI NGÂN QUỸ CHO PHÉP

(E) GIẢI QUYẾT VIỆC ỦY QUYỀN CHO VỊ GIÁM ĐỐC HÀNH CHÁNH TIẾN HÀNH KÝ MỘT KHẾ ƯỚC VỚI CÔNG TY LEE INCORPORATED VỀ PHÂN TÍCH VÀ DỊCH VỤ THIẾT KẾ CÔNG TRÌNH XAY DỰNG TẠI ĐỊA PHƯƠNG VỚI CHI PHÍ KHÔNG QUÁ $100,000.00

(F) GIẢI QUYẾT SỰ ỦY QUYỀN CHO VỊ GIÁM ĐỐC HÀNH CHÁNH THAY MẶT CỤC GIA-CƯ SAN FRANCISCO ĐỂ MUA BẢO HIỂM VÀ KÝ MỘT PHIẾU CHUẨN CHI CHO CÔNG TY BẢO HIỂM ĐỂ TRẢ TIỀN BẢO HIỂM CHO BẤT ĐỘNG SẢN CỦA CỤC GIA-CƯ VỚI MỘT NGÂN KHOẢN KHÔNG QUÁ $385,000.00 VÀ KÝ MỘT PHIẾU CHUẨN CHI ĐỂ TRẢ CÔNG TY BẢO HIỂM THE ZURICH AMERICAN INSURANCE COMPANY VỚI SỐ TIỀN $45,050 ĐỂ NỚI RỘNG SỰ BẢO HIỂM VỀ BẤT ĐỘNG SẢN.

(G) GIẢI QUYẾT SỰ ỦY QUYỀN CHO VỊ GIÁM ĐỐC HÀNH CHÁNH THAY MẶT CỤC GIA-CƯ SAN FRANCISCO ĐỂ MUA BẢO HIỂM TRÁCH NHIỆM VÀ KÝ MỘT PHIẾU CHUẨN CHI CHO TẬP-ĐOÀN BẢO-TRÌ NGUY CƠ CHO CỤC GIA-CƯ CHO NIÊN KHÓA 1998-99 VỚI MỘT NGÂN KHOẢN KHÔNG QUÁ $260,000.00

CỤC GIA-CƯ SAN FRANCISCO

NHỮNG DỊCH-VỤ MỚI (tiếp theo)

(H) GIẢI QUYẾT XÁC NHẬN CHỨNG THẬT SỰ TU CHỈNH BẢN KHẾ ƯỚC KÝ NGÀY 26 THÁNG 2 NĂM 1998 GIỮA CỤC GIA CƯ SAN FRANCISCO VÀ TIẾN SĨ EMMA D. MCFARLIN TRONH SỰ CUNG CẤP DỊCH VỤ CHỈ ĐẠO VỀ HÀNH CHÁNH

(I) GIẢI QUYẾT VIỆC TRIỂN HẠN VÀ CHẤP NHẬN CUNG CẤP NGÂN QUỸ VỀ SỰ BẢO VỆ AN NINH CHO DỊCH VỤ BẢO VỆ AN NINH CÁ NHÂN: TUẦN TIỄU VÙNG BAY; W.S.B. AND ASSOCIATES, INC; VÀ BURNS SECURITY VỚI MỘT CHI PHÍ TỐI ĐA KHÔNG QUÁ $5,267,104 ĐỂ CUNG CẤP DỊCH VỤ AN NINH ĐẾN NGÀY 30 THÁNG 9 NĂM 1999 KHI NGÂN QUỸ CHO PHÉP

12. ĐỀ NGHỊ CỦA CÔNG CHÚNG VỀ NHỮNG MỤC KHÔNG ĐƯỢC GHI VÀO CHƯƠNG-TRÌNH NGHỊ-SỰ

13. PHẦN THẢO LUẬN KÍN

Trong phần thảo luận kín này sẽ hội ý với Tổng Hội Đồng dưới Điều Lệ của Chính phủ số 54957 để thảo luận về việc mời Tiến sĩ Emma D. McFarlin chỉ đạo về dịch vụ hành chánh; và dưới Điều lệ Chánh phủ số 54956.9(a) để thảo luận về sự tranh tụng hiện đang tiến hành và còn trong vòng điều tra (không công bố nội dung vụ án để tránh sự ganh tị trong thời gian tiến hành cuộc điều đình).

14. ĐỊNH NGÀY TÁI TRIỆU TẬP BUỔI HỌP ỦY BAN

15. KẾT THÚC BUỔI HỌP

RONNIE DAVIS, GIÁM ĐỐC HÀNH CHÁNH

ГОРОДСКОЕ ЖИЛИЩНОЕ УПРАВЛЕНИЕ САН-ФРАНЦИСКО

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10 декабря 1998 года

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1. ПРИСУТСТВУЮЩИЕ

Сулупаги Палега-старший, президент
Пола Китсиз, вице-президент
Ли Элфорд, инспектор
Ширли Бэрд, инспектор
Преподобный Норман Фонг, инспектор
Мариса Морет, инспектор
Вернон С. Григг III, инспектор

ПРЕДСТАВЛЕНИЕ ИНСПЕКТОРА ВЕРНОНА С. ГРИГГА III

2. УТВЕРЖДЕНИЕ ПОВЕСТКИ ДНЯ

3. УТВЕРЖДЕНИЕ ПРОТОКОЛОВ:

4. ОБЩИЕ ВОПРОСЫ

5. ОТЧЕТ СЕКРЕТАРЯ

6. ОТЧЕТЫ КОМИТЕТОВ

Комитет по кадрам — не отчитывается.
Комитет по этическим и социальным отношениям — не отчитывается.
Комитет по юридическим вопросам — не отчитывается.

7. ОТЧЕТ ЮРИСКОНСУЛЬТА

На втором декабрьском заседании.

8. ОТЧЕТ ПРЕДСТАВИТЕЛЯ АРЕНДАТОРОВ:

Общегородские проекты для пожилых и инвалидов
Ассоциация арендаторов государственного жилья (PITA)

9. ЗАМЕЧАНИЯ ОБЩЕСТВЕННОСТИ ПО ВОПРОСАМ ПОВЕСТКИ ДНЯ (РЕГЛАМЕНТ – 2 МИНУТЫ)

ПРИМЕЧАНИЕ. *Представителям общественности будет предоставлена возможность высказать свои замечания по вопросам повестки дня до принятия Комиссией каких бы то ни было мер в соответствии с Правилами, регулирующими порядок выступлений представителей общественности, принятыми городским жилищным управлением Сан-Франциско 23.02.95 в качестве Постановления № 4423. До закрытия заседания, после обсуждения вопроса № 11 повестки дня, представителям общественности будет предоставлена возможность выступить по вопросам, не включенным в повестку дня.*

10. НЕРЕШЕННЫЕ ВОПРОСЫ

Нет

11. НОВЫЕ ВОПРОСЫ

А. РЕЗОЛЮЦИЯ, ПРЕДОСТАВЛЯЮЩАЯ ИСПОЛНИТЕЛЬНОМУ ДИРЕКТОРУ ПРАВО ВНЕСЕНИЯ ИЗМЕНЕНИЙ В АДМИНИСТРАТИВНЫЙ ПЛАН ПО ПРОГРАММЕ УМЕРЕННОГО ВОССТАНОВЛЕНИЯ РАЗДЕЛА 8 С ЦЕЛЬЮ ВКЛЮЧЕНИЯ В НЕГО ПЛАНА РАВНЫХ ВОЗМОЖНОСТЕЙ В ОТНОШЕНИИ ЖИЛЬЯ.

Б. РЕЗОЛЮЦИЯ, УТВЕРЖДАЮЩАЯ ОФОРМЛЕНИЕ И ПОДПИСАНИЕ ДОКУМЕНТОВ, КАСАЮЩИХСЯ РЕКОНСТРУКЦИИ, ФИНАНСИРОВАНИЯ, ЭКСПЛУАТАЦИИ И ОБСЛУЖИВАНИЯ ЖИЛОГО КОМПЛЕКСА «БЕРНАЛ», А ТАКЖЕ СОГЛАШЕНИЕ О ЗАЙМЕ И СУБСИДИИ С ОГРАНИЧЕННЫМ ЖИЛИЩНЫМ ПАРТНЕРСТВОМ «БЕРНАЛ» В ОТНОШЕНИИ ЗАЙМА ПО ПРОЕКТУ HOPE VI НА СУММУ В РАЗМЕРЕ ДО 10 000 000 ДОЛЛАРОВ И СУБСИДИИ ПО ПРОЕКТУ HOPE VI НА СУММУ В РАЗМЕРЕ ДО 18 400 000 ДОЛЛАРОВ.

В. РЕЗОЛЮЦИЯ, ПРЕДОСТАВЛЯЮЩАЯ ИСПОЛНИТЕЛЬНОМУ ДИРЕКТОРУ ПРАВО ПРЕДСТАВИТЬ В КАЛИФОРНИЙСКИЙ КОМИТЕТ ПО РАСПРЕДЕЛЕНИЮ ДОЛГОВОГО ЛИМИТА (CDLAC) ХОДАТАЙСТВО ОБ УТВЕРЖДЕНИИ ВЫПУСКА НЕ ОБЛАГАЕМЫХ НАЛОГОМ ОБЛИГАЦИЙ НА СУММУ ДО 17 000 000,00 ДОЛЛАРОВ ДЛЯ ЖИЛОГО КОМПЛЕКСА «БЕРНАЛ» И СОЗДАНИИ ДЕПОЗИТА НА СУММУ 100 000 ДОЛЛАРОВ.

Г. РЕЗОЛЮЦИЯ, ПРЕДОСТАВЛЯЮЩАЯ ИСПОЛНИТЕЛЬНОМУ ДИРЕКТОРУ ПРАВО ЗАКЛЮЧЕНИЯ КОНТРАКТА С ГЕНПОДРЯДЧИКОМ — ФИРМОЙ NIBBI BROTHERS, INC. НА СТРОИТЕЛЬСТВО ОБЪЕКТА CAL 1-5 ЖИЛОГО КОМПЛЕКСА «БЕРНАЛ» НА СУММУ 24 287 000,00 ДОЛЛАРОВ ПРИ УСЛОВИИ НАЛИЧИЯ СРЕДСТВ.

Д. РЕЗОЛЮЦИЯ, ПРЕДОСТАВЛЯЮЩАЯ ИСПОЛНИТЕЛЬНОМУ ДИРЕКТОРУ ПРАВО ЗАКЛЮЧЕНИЯ КОНТРАКТА С ФИРМОЙ LEE INCORPORATED НА ОКАЗАНИЕ АНАЛИТИЧЕСКИХ И ПРОЕКТНЫХ УСЛУГ ПО ГРАЖДАНСКОМУ СТРОИТЕЛЬСТВУ ОБЪЕКТОВ ОРГАНОВ МЕСТНОГО УПРАВЛЕНИЯ НА СУММУ НЕ БОЛЕЕ 100 000,00 ДОЛЛАРОВ.

Е. РЕЗОЛЮЦИЯ, ПРЕДОСТАВЛЯЮЩАЯ ИСПОЛНИТЕЛЬНОМУ ДИРЕКТОРУ ПРАВО ОФОРМИТЬ ОБЯЗАТЕЛЬСТВА ПО СТРАХОВАНИЮ ИМУЩЕСТВА ЖИЛИЩНОГО УПРАВЛЕНИЯ САН-ФРАНЦИСКО И ПОДПИСАТЬ НАРЯД-ЗАКАЗ НА ПРОИЗВЕДЕНИЕ ВЫПЛАТЫ КОМПАНИИ ПО СТРАХОВАНИЮ ИМУЩЕСТВА ЖИЛИЩНОГО УПРАВЛЕНИЯ САН-ФРАНЦИСКО НА СУММУ НЕ БОЛЕЕ 365 000,00 ДОЛЛАРОВ И НА ПРОИЗВЕДЕНИЕ

ВЫПЛАТЫ СТРАХОВОЙ КОМПАНИИ ZURICH AMERICAN НА СУММУ 45 050 ДОЛЛАРОВ С ЦЕЛЬЮ ДОПОЛНИТЕЛЬНОГО СТРАХОВАНИЯ ИМУЩЕСТВА.

НОВЫЕ ВОПРОСЫ (продолжение)

Ж. РЕЗОЛЮЦИЯ, ПРЕДОСТАВЛЯЮЩАЯ ИСПОЛНИТЕЛЬНОМУ ДИРЕКТОРУ ПРАВО ПОДПИСАНИЯ НАРЯД-ЗАКАЗА НА ВЫПЛАТУ ГРУППЕ КОНТРОЛЯ РИСКА ЖИЛИЩНОГО УПРАВЛЕНИЯ САН-ФРАНЦИСКО С ЦЕЛЬЮ ПОКРЫТИЯ ФРАНШИЗ В СЧЕТ СТРАХОВАНИЯ ОБЩЕЙ ОТВЕТСТВЕННОСТИ ПО ПОЛИСУ ЗА 1998-99 ГГ. НА СУММУ НЕ БОЛЕЕ 250 000,00 ДОЛЛАРОВ.

З. РЕЗОЛЮЦИЯ, ПОДТВЕРЖДАЮЩАЯ РАТИФИКАЦИЮ И УТВЕРЖДЕНИЕ ИЗМЕНЕНИЙ К КОНТРАКТУ ОТ 26 ФЕВРАЛЯ 1998 ГОДА МЕЖДУ ЖИЛИЩНЫМ УПРАВЛЕНИЕМ САН-ФРАНЦИСКО И Д-РОМ ЭММОЙ Д. МАКФАРЛИН НА ОКАЗАНИЕ УСЛУГ ИСПОЛНИТЕЛЬНОГО КОНТРОЛЕРА.

И. РЕЗОЛЮЦИЯ, ПРОДЛЕВАЮЩАЯ СРОК ДЕЙСТВИЯ И ОДОБРЯЮЩАЯ ВЫДЕЛЕНИЕ СРЕДСТВ НА ОПЛАТУ СЛУЖБЫ ЛИЧНОЙ ОХРАНЫ, СЛУЖБЫ ПАТРУЛИРОВАНИЯ РАЙОНА ЗАЛИВА, ФИРМЫ W.S.B. AND ASSOCIATES, INC., А ТАКЖЕ ФИРМЫ BURNS SECURITY НА ОБЩУЮ СУММУ НЕ БОЛЕЕ 5 267 104 ДОЛЛАРА ЗА УСЛУГИ, ПРЕДСТАВЛЕННЫЕ В ПЕРИОД ПО 30 СЕНТЯБРЯ 1999 ГОДА ВКЛЮЧИТЕЛЬНО ПРИ УСЛОВИИ НАЛИЧИЯ СРЕДСТВ.

12. ВЫСТУПЛЕНИЯ ПРЕДСТАВИТЕЛЕЙ ОБЩЕСТВЕННОСТИ ПО ВОПРОСАМ, НЕ ВКЛЮЧЕННЫМ В ПОВЕСТКУ ДНЯ

13. ЗАКРЫТОЕ ЗАСЕДАНИЕ

Планируется проведение закрытого заседания с генеральным юрисконсультом в соответствии с § 54957 Сборника нормативных актов по управлению с целью обсуждения вопросов найма и услуг исполнительного контролера д-ра Эммы Макфарлин, а также в соответствии с § 54956.9(а) Сборника нормативных актов по управлению с целью обсуждения вопросов предстоящего судопроизводства (название дела не указывается во избежание компрометации текущих переговоров по урегулированию).

14. СОЗЫВ СЛЕДУЮЩЕГО ЗАСЕДАНИЯ КОМИССИИ

15. ЗАКРЫТИЕ ЗАСЕДАНИЯ

[*подпись*]

РОННИ ДЭВИС
Исполнительный директор

SAN FRANCISCO HOUSING AUTHORITY
440 Turk Street, San Francisco, California 94102.
Tel: (415) 554-1200

三藩市房屋委員會

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會議通告

三藩市房屋委員會定期會議
日期：一九九八年十二月十日(星期四)
時間：下午二時
地點：三藩市 TURK 街 440號，CA 94102

議程表
一九九八年十二月十日

1. 各委員點名

   主席- Sululagi Palega, Sr.
   副主席- Paula Kilses
   委員- Lee Alford
   Shirley Byrd
   Rev. Norman Fong
   Marisa Moret
   Vernon C. Grigg III

   Vernon C. Grigg III就職儀式

2. 通過會議議程
3. 通過會議記錄
4. 一般訊息
5. 秘書報告

三藩市房屋委員會

委員會議議程表
九八年十二月十日
第二頁

6. 委員會報告

人事委員會--沒有報告
多元化委員會--沒有報告
法律委員會--沒有報告

7. 法律顧問報告

十二月第二次會議的通告。

8. 住客代表報告

包括全城市的耆英／殘障

公屋住客聯會 (PHTA)

9. 公眾對議程事項意見，每人最多兩分鐘。

注意：公眾可以有機會在委員會採取任何行動之前，對會議議程發表意見，詳情可參照三藩市房屋委員會在 2-23-1995 通過的公眾發言決議案第 4423 號。在討論事項 (11) 之後，公眾亦有機會對沒有包括在議程之內的事項發表意見。

10. 未完成事項

沒有

11. 新事項

(A) 決議授權行政主任修訂第八段津貼的中等康復計劃，以便與平等平等房屋機會計劃具體化。

三藩市房屋委員會

委員會議議程表
九八年十二月十日
第三頁

新事項(續上頁)

(B) 決議授權簽署文件，批核 Bernal Dwellings Development 的重建，融資，營運及管理的合約，與及批核與 Bernal Dwellings 合伙有限公司有關的貸款及補助合約，來自希望工程 VI 的貸款額上限為一千零五十萬元($10，500，000)，而來自希望 VI 的補助額上限為一千八百四十萬元($18，400，000)。

(C) 決議授權行政主任向加州借貸上限撥款委員會(CDLAC)申請一項批準，為 Bernal Dwellings 發行一千七百萬元($17，000，000)的免稅債券，與及為該項債券發行而訂立十萬元的保證金。

(D) 決議授權行政主任與 NIBBI BROTHERS 承建商，在可動用的資金為條件下，簽訂一份價值二千四百二十八萬七千元($24，287，000)的建築合約，在 CAL 1-5 Bernal Dwellings Development 進行建築工程。

(E) 決議批准行政主任與 LEE INCORPORATED 工程公司簽訂一份不超過十萬元($100，000)的合約，為三藩市房屋委員會旗下的各公屋進行土木工程分析和設計服務。

(F) 決議授權行政主任為三藩市房屋委員會購買一份物業保險，與及執行一份向房屋委員會物業保險公司購買保險的合約，總值不可以超過三十六萬五千元($365,000)；另外執行一份向蘇黎世美國保險公司購買的額外物業保障，價值不可以超過四萬五千零五十元($45，050)。

(G) 決議授權行政主任執行一份購買合約，向房屋委員會危機保持組支付九八至九九保險單年度的一般責任保險扣除額，費用不可以超過二十五萬元($250，000)。

三藩市房屋委員會

新事項(續上頁)

(H) 決議通過一份三藩市房屋委員會與EMMA MCFARLIN在九八年二月二十八日簽訂的合約修訂，為委員會提供行政監察服務，並對該合約修訂進行追認和授權；

(I) 決議向各保安公司增加及通過撥款，為公屋提供保安服務直至九九年九月三十日，保安公司包括Personal Protective Services，Bay Area Patrols; W.S.B. Associates Inc., 和Burns Security，以可動的基金為條件下，保安合約總額不可以超過五百二十六萬七千一百零四元($5，267，104)。

12. 公眾對不包括議程內的事項發表意見

13. 閉門會議

閉門會議是按照市政府法規第54957條而進行的，主要是討論聘請EMMS MCFARLIN博士提供行政監察的服務和條件，與及按照法規第54956.9(a)條討論現時進行的法律訴訟事宜(訴訟案件編號不會公開，避免影響現時進行的和解協議)。

14. 委員會會議重新召開

15. 休會

行政主任 RONNIE DAVIS

SAN FRANCISCO HOUSING AUTHORITY

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NOTICE

BECAUSE OF THE CHRISTMAS HOLIDAY THE COMMISSION OF THE SAN FRANCISCO HOUSING AUTHORITY VOTED AT ITS MEETING OF OCTOBER 8, 1998 TO HOLD ITS SECOND REGULARLY SCHEDULED MEETING IN DECEMBER ON

MONDAY, DECEMBER 21, 1998 AT 2:00 P.M.

AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

REVISED AGENDA

Monday, December 21, 1998

1. ROLL CALL

   Sululagi Palega, Sr., President
   Paula Kitses, Vice President
   Lee Alford, Commissioner
   Shirley Byrd, Commissioner
   Rev. Norman Fong, Commissioner
   Marisa Moret, Commissioner
   Vernon C. Grigg III, Commissioner

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES:

4. GENERAL COMMUNICATIONS

5. REPORT OF SECRETARY

Finance Report

Audit Report

Acknowledgment of SFHA residents returning to college and those commencing their college education

Troubled Agency Recovery Center (TARC) Visit

Status Report on Consultant Contracts - Deloitte & Touche, Creative Consultant Management Group and Zirl Smith & Associates

6. COMMITTEE REPORTS

Personnel Committee - Nothing to Report
Diversity Committee - Nothing to Report
Legal Committee - Nothing to Report

7. REPORT OF GENERAL COUNSEL

8. TENANT REPRESENTATIVE REPORT:

City Wide Senior/Disabled
Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS

(A) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH LEE INCORPORATED FOR CIVIL ENGINEERING ANALYSIS AND DESIGN SERVICES AT THE LOCAL AUTHORITY'S DEVELOPMENTS IN AN AMOUNT NOT TO EXCEED $100,000.00

[THIS ITEM WAS CALENDARED FOR THE MEETING OF DECEMBER 10, 1998, BUT WAS NOT ACTED ON BECAUSE OF QUESTIONS RAISED BY THE COMMISSION]

11. NEW BUSINESS

(A) RESOLUTION RATIFYING THE EXECUTION OF AN INSURANCE POLICY WITH UNIGARD INSURANCE COMPANY AND PAYMENT FOR FLEET INSURANCE COVERAGE FOR FISCAL YEAR 1998/99 IN AN AMOUNT NOT TO EXCEED $175,054.00

(B) RESOLUTION AUTHORIZING BLANKET PURCHASE ORDERS WITH HOME DEPOT FOR FAMILY SWEEP IN THE AMOUNT OF $50,000.00 AND SENIOR SWEEP IN THE AMOUNT OF $50,000.00 TO COVER PURCHASES OF MATERIALS DURING FISCAL YEAR 1998/99

(C) RESOLUTION AUTHORIZING AND APPROVING PAYMENT FOR SALARY AND APPROPRIATE EXPENSES IN AN AMOUNT NOT TO EXCEED $85,000 TO THE CUYAHOGA METROPOLITAN HOUSING AUTHORITY PURSUANT TO AGREEMENT BY KEVIN MARCHMAN, HUD SECRETARY DESIGNEE FOR THE SAN FRANCISCO HOUSING AUTHORITY AND THE CUYAHOGA METROPOLITAN HOUSING AUTHORITY

(D) RESOLUTION EXTENDING AND APPROVING FUNDING FOR SECURITY SERVICES FOR PERSONAL PROTECTIVE SERVICES; BURNS SECURITY; BAY AREA PATROLS; AND W.S.B. AND ASSOCIATES, INC. IN AN AGGREGATE AMOUNT NOT TO EXCEED $1,307,552.00 FOR SERVICES PROVIDED THROUGH MARCH 31, 1999 SUBJECT TO FUNDING AVAILABILITY

(E) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND THE ADMINISTRATIVE PLAN FOR THE SECTION 8 MODERATE REHABILITATION PROGRAM TO INCORPORATE THE EQUAL OPPORTUNITY HOUSING PLAN

(F) RESOLUTION AUTHORIZING THE SAN FRANCISCO HOUSING AUTHORITY TO PURSUE FUNDING, CONDUCT RESEARCH ON ALL ASPECTS OF SUCCESSFUL PROGRAMS IMPLEMENTED THROUGH THE MILTON S. EISENHOWER FOUNDATION AND THE CORPORATION FOR WHAT WORKS AND IMPLEMENT SUCCESSFUL PROGRAMS THAT WORK IN OTHER CITIES AT THE SAN FRANCISCO HOUSING AUTHORITY

NEW BUSINESS (CONT..)

(G) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO CONTINUE TO NEGOTIATE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE FIRST RANKED DEVELOPMENT FIRM FOR REVITALIZATION OF NORTH BEACH (CAL 1-11) FOR AN ADDITIONAL TWO MONTHS OR UNTIL FEBRUARY 28, 1999

(H) RESOLUTION APPROVING WRITE-OFF OF VACATED TENANT ACCOUNTS RECEIVABLE IN THE AMOUNT OF $297,572.92 FOR THE ENTIRE FISCAL YEAR ENDING SEPTEMBER 30, 1998

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. CLOSED SESSION

A closed session is scheduled with the General Counsel under Government Code §54956.9(a) to discuss existing and pending litigation (case name unspecified to avoid jeopardizing existing settlement negotiations).

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

Ronnie Davis

RONNIE DAVIS, EXECUTIVE DIRECTOR

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SAN FRANCISCO HOUSING AUTHORITY

Superceded by 2nd Revision P.3

REVISED Commission Agenda
December 21, 1998

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SAN FRANCISCO HOUSING AUTHORITY

NEW BUSINESS (CONT.)

(G) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO CONTINUE TO NEGOTIATE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE FIRST RANKED DEVELOPMENT FIRM FOR REVITALIZATION OF NORTH BEACH (CAL 1-11) FOR AN ADDITIONAL TWO MONTHS OR UNTIL FEBRUARY 28, 1999

(H) RESOLUTION APPROVING WRITE-OFF OF VACATED TENANT ACCOUNTS RECEIVABLE IN THE AMOUNT OF $297,572.92 FOR THE ENTIRE FISCAL YEAR ENDING SEPTEMBER 30, 1998

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. CLOSED SESSION

A closed session is scheduled with the General Counsel under Government Code §54956.9(a) to discuss existing and pending litigation (case name unspecified to avoid jeopardizing existing settlement negotiations).

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

Ronnie Davis

RONNIE DAVIS, EXECUTIVE DIRECTOR

SAN FRANCISCO HOUSING AUTHORITY

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NOTICE

BECAUSE OF THE CHRISTMAS HOLIDAY THE COMMISSION OF THE SAN FRANCISCO HOUSING AUTHORITY VOTED AT ITS MEETING OF OCTOBER 8, 1998 TO HOLD ITS SECOND REGULARLY SCHEDULED MEETING IN DECEMBER ON

MONDAY, DECEMBER 21, 1998 AT 2:00 P.M.

AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA

Monday, December 21, 1998

1. ROLL CALL

   Sululagi Palega, Sr., President
   Paula Kitses, Vice President
   Lee Alford, Commissioner
   Shirley Byrd, Commissioner
   Rev. Norman Fong, Commissioner
   Marisa Moret, Commissioner
   Vernon C. Grigg III, Commissioner

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES:

4. GENERAL COMMUNICATIONS

5. REPORT OF SECRETARY

Acknowledgment of SFHA residents returning to college and those commencing their college education

6. COMMITTEE REPORTS

Personnel Committee - Nothing to Report
Diversity Committee - Nothing to Report
Legal Committee - Nothing to Report

7. REPORT OF GENERAL COUNSEL

8. TENANT REPRESENTATIVE REPORT:

City Wide Senior/Disabled
Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS

(A) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH LEE INCORPORATED FOR CIVIL ENGINEERING ANALYSIS AND DESIGN SERVICES AT THE LOCAL AUTHORITY'S DEVELOPMENTS IN AN AMOUNT NOT TO EXCEED $100,000.00

[THIS ITEM WAS CALENDARED FOR THE MEETING OF DECEMBER 10, 1998, BUT WAS NOT ACTED ON BECAUSE OF QUESTIONS RAISED BY THE COMMISSION]

11. NEW BUSINESS

(A) RESOLUTION RATIFYING THE EXECUTION OF AN INSURANCE POLICY WITH UNIGARD INSURANCE COMPANY AND PAYMENT FOR FLEET INSURANCE COVERAGE FOR FISCAL YEAR 1998/99 IN AN AMOUNT NOT TO EXCEED $175,054.00

(B) RESOLUTION AUTHORIZING BLANKET PURCHASE ORDERS WITH HOME DEPOT FOR FAMILY SWEEP IN THE AMOUNT OF $50,000.00 AND SENIOR SWEEP IN THE AMOUNT OF $50,000.00 TO COVER PURCHASES OF MATERIALS DURING FISCAL YEAR 1998/99

(C) RESOLUTION AUTHORIZING AND APPROVING PAYMENT FOR SALARY AND APPROPRIATE EXPENSES IN AN AMOUNT NOT TO EXCEED $83,038.54 TO THE CUYAHOGA METROPOLITAN HOUSING AUTHORITY PURSUANT TO AGREEMENT BY KEVIN MARCHMAN, HUD SECRETARY DESIGNEE FOR THE SAN FRANCISCO HOUSING AUTHORITY AND THE CUYAHOGA METROPOLITAN HOUSING AUTHORITY

(D) RESOLUTION EXTENDING AND APPROVING FUNDING FOR SECURITY SERVICES FOR PERSONAL PROTECTIVE SERVICES; BAY AREA PATROLS; W.S.B. AND ASSOCIATES, INC.; AND BURNS SECURITY IN AN AGGREGATE AMOUNT NOT TO EXCEED $3,911,328.00 FOR SERVICES PROVIDED THROUGH SEPTEMBER 30, 1999 SUBJECT TO FUNDING AVAILABILITY

(E) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND THE ADMINISTRATIVE PLAN FOR THE SECTION 8 MODERATE REHABILITATION PROGRAM TO INCORPORATE THE EQUAL OPPORTUNITY HOUSING PLAN

(F) RESOLUTION AUTHORIZING THE SAN FRANCISCO HOUSING AUTHORITY TO PURSUE FUNDING, CONDUCT RESEARCH ON ALL ASPECTS OF SUCCESSFUL PROGRAMS IMPLEMENTED THROUGH THE MILTON S. EISENHOWER FOUNDATION AND THE CORPORATION FOR WHAT WORKS AND IMPLEMENT SUCCESSFUL PROGRAMS THAT WORK IN OTHER CITIES AT THE SAN FRANCISCO HOUSING AUTHORITY

(G) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO CONTINUE TO NEGOTIATE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE FIRST RANKED DEVELOPMENT FIRM FOR REVITALIZATION OF NORTH BEACH (CAL 1-11) FOR AN ADDITIONAL TWO MONTHS OR UNTIL FEBRUARY 28, 1999

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RONNIE DAVIS, EXECUTIVE DIRECTOR